

Marcus Vajdos, Mayor
Steve Bass
David Dominy



Allen Carpenter, Mayor Pro Tem
John Lisenby
Joy McCormack

Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, February 24, 2026, beginning at 6:00 PM. For the Purpose of Considering and Acting upon the Following Items of Business:

A quorum of the Mayor and Council Members will be physically present. Some Council Members may participate by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code.

The meeting agenda and agenda packet are posted online at www.springvalleytx.com. In accordance with Texas Government Code, Sec. 551.127, on a regular, non-emergency basis, Councilmember may attend and participate in a meeting remotely by video conference. Should such attendance transpire, a quorum of the Council will be physically present at the location noted above on this agenda.

The video link to this meeting is: <https://us02web.zoom.us/j/82524324436>

The public toll-free dial-in numbers to participate in the telephonic meeting are 1-346-248-7799 (Houston), 1-253-215-8782 (US), and 1-301-715-8592 (US); enter the Meeting ID: 825 2432 4436 and #.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

- 1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT**
- 2. PLEDGE OF ALLEGIANCE**
 - 2.1 American Flag
 - 2.2 Texas Flag - Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
- 3. INTRODUCTIONS**
- 4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN**
- 5. PUBLIC COMMENTS**

At this time, any person with City-related business may speak to the Council. In compliance with the Texas Open Meetings Act, the City Council may not deliberate. Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.

5.1 PERSONAL APPEARANCES (Public Comments)

Any person or group desiring to have their name on the agenda to appear before the City Council during the public comments portion of the meeting shall contact the City Secretary before 12:00 noon on the fifteenth day prior to the meeting and request recognition, in writing, during the public comments period. Such citizen or group shall specify to the City Secretary their name, address, and matter to be discussed. **A time limit of eight (8) minutes shall be imposed unless waived, dispensed with, shortened, or lengthened by consent of a majority of the members of the Council.** The City Council may take action during the personal appearances if the agenda item is sufficient to do so. This provision shall not apply to special public hearings called by the Council for specific purposes.

5.1 Bridgett Tims Pracht, 8526 Meling Drive, Expressing concern about the Bingle Road Diet plans and excessive traffic build-up along Merlin Drive, which this plan will surely create.

5.2 William Featherston, 8515 Cedarbreak Drive, On behalf of the 8500 Cedarbrake Drive neighbors, to thank Council for advancing the Bingle Road project and to discuss the January 30, 2026, crash that demonstrates the importance of the improvements.

5.3 Peggy Schwabenland, 8445 Merlin Dr, Expressing concerns related to electric scooter usage and potential City ordinance considerations.

6. **CONSENT AGENDA**

All matters listed under consent agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

6.1 Approval of Meeting Minutes for Regular Meeting of the City Council on January 27, 2026.

6.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 22 Brighton Place Pavement & Utility Improvement Project in the amount of \$273,992.57

6.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 13, Water Plant Improvement Project, in the amount of \$19,512

6.4 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of proposal from KNB for landscape services along the West Tex portion of the soundwall in the amount of \$27,551

- 6.5 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2026-XX — AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NO. 95-05, DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 26 TO THE PERSONNEL MANUAL, TO UPDATE AND ADDRESS POLICIES, INCLUDING AN OUTSIDE EMPLOYMENT POLICY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
- 6.6 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Village Fire Department FY 26 Budget Amendment
- 6.7 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 26-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

7. DEPARTMENT REPORTS

7.1 City Administration

- Planning and Zoning Commission
- Parks and Greenspace Board

7.2 Public Works Project Updates

7.3 Finance Department, to include Quarterly Investment Report

7.4 Police Department

7.5 Village Fire Department and activities of the VFD Board of Commissioners

8. NEW BUSINESS

8.1 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Gessner Engineering's proposal to provide Professional Engineering Services for the Wild Oak Circle, Cavell Street, and Echo Valley Drive (east and west of Fries Road) Pavement and Utility Improvement Project for a total amount of \$262,925

8.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 26-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF SPRING VALLEY VILLAGE AND PROJECT LUONG ARCHITECTS, LLC FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE NEW PUBLIC WORKS FACILITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 8.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2026-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2026, GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 2, 2026, GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

9. EXECUTIVE SESSION

The City Council Will Now Hold A Closed Executive Meeting Pursuant To The Provision Of Chapter 551, Government Code, Vernon's Texas Codes Annotated, In Accordance With The Authority Contained In:

- 9.1 Section 551.074 – Personnel Matters to deliberate the duties of the City Administrator
9.2 Section 551.074 – Personnel Matters to deliberate the duties of the Chief of Police
9.3 Section 551.071 – Consultation with the City Attorney

10. RECONVENE

- 10.1 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters discussed in Executive Session.

11. ADJOURNMENT

Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

The City Council reserves the right to convene in executive session from time to time as deemed necessary during this meeting to discuss any of the matters listed in the agenda, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts & Donations), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices) or 551.087 (Deliberations Regarding Economic Development Negotiations).

I certify that a copy of the February 24, 2026, agenda of items to be considered by City Council was posted on or before the 18th day of February 2026, at 6:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:



Jasmin Torres, TRMC
City Secretary



In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. To better serve attendees, requests for accommodations or interpretive services should be made 48 hours prior to this meeting. Please contact the City Secretary's office at 713-465-8308, Fax 713-461-7969, or Email Jasmin Torres for further information.

**MINUTES OF THE CITY COUNCIL REGULAR MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JANUARY 27, 2026 AT 6:00 PM
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 6:01 p.m.

Members Present:

Mayor Marcus Vajdos
Mayor ProTem Allen Carpenter (arrived at 6:16 p.m.)
Council Member Steve Bass
Council Member David Dominy
Council Member John Lisenby
Council Member Joy McCormack

Members Absent:

None.

2. PLEDGE OF ALLEGIANCE

2.1 American Flag

2.2 Texas Flag - Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.

During the Regular City Council Meeting, Mayor Vajdos led the City Council, City staff, and visitors in the Pledge of Allegiance.

3. INTRODUCTIONS

John McDonald, City Administrator
Loren Smith, City Attorney
Jasmin Torres, City Secretary
Harrison Nicholson, Finance Director
Kristina Watson, Public Works Director
Abbey Anderson, Assistant to the City Administrator
Mark Schulze, Chief of Police
Justin Lane, Assistant Chief of Police
Carlos Menchaca, Police Captain
David Dxon, Police Commissioner

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

None.

5. PUBLIC COMMENTS

At this time, any person with City-related business may speak to the Council. In compliance

with the Texas Open Meetings Act, the City Council may not deliberate. Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.

5.1.1 Mike Baker, business owner at 8554 Katy Freeway, addressed the City Council regarding his appreciation for the Spring Valley Village Police Department and presented the Spring Valley Village Police Department with a \$10,000.00 (ten thousand dollar) check as well as an update for redevelopment and plans that are to be submitted for the 40 (forty) acre project off of Katy Freeway.

5.1.2 George Zoes, who lives at 8701 Westview Drive, addressed the Council regarding his concerns, opposition, and potential impact that the Bingle Road Diet will cause.

6. CONSENT AGENDA

All matters listed under consent agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

6.1 Approval of Meeting Minutes for Regular Meeting of the City Council on December 16, 2025.

6.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 21 Brighton Place Pavement & Utility Improvement Project

6.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 12, Water Plant Improvement Project

6.4 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Acceptance of the 2025 Racial Profiling Report presented by the Spring Valley Village Police Department.

6.5 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 26-XX - A resolution of the City Council of the City of Spring Valley Village, Texas, approving the terms and conditions of Change Order No. 2 to the agreement by and between the City of Spring Valley Village, Texas, and McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc., for the Water Plant Electrical Improvement Project; providing for the incorporation of the preamble; authorizing the Mayor to execute any and all documents necessary to effectuate such agreement; and providing an effective date.

6.6 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Amendment No. 2 to the Professional Engineering Services Agreement with Cobb, Fendley & Associates, Inc. for the Croes Drive Pavement and Utility Improvement Project.

6.7 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Amendment No. 1 to the Professional Engineering Services Agreement with Cobb, Fendley & Associates, Inc. for the Tamy Lane Pedestrian Bridge Proposal

- 6.8 CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 26-XX – A resolution of the City Council of the City of Spring Valley Village, Texas, rescinding prior authorization approving an agreement for professional services with ATSER, LP for Construction Management & Inspection Services; providing for the incorporation of preamble; and providing an effective date.

Council Member Dominy made a motion to approve all items on the Consent Agenda, and Council Member Bass seconded the motion. Motion carried 4-0.

7. DEPARTMENT REPORTS

7.1 Public Works Project Updates

At this time, Public Works Director Kristina Watson briefed the Council on the following projects: Brighton Place, the Water Plant Electrical Improvement Project, and the Texas Department of Transportation Soundwall Landscaping Improvements. Director Watson's updates were as follows:

- Brighton Place/Merlin Ct/Spring Oak Cir: The contractor is still wrapping up punch list items within Brighton Place. The sanitary sewer has been installed and connected on both Merlin Ct. and Spring Oaks Circle. Half of the circle on Merlin Ct. has been poured, and temporary driveways have been installed. Conrad plans on demoing the other half of the circle later this week. The water line is being installed as they demo concrete on Merlin Ct.
- Water Plant Electrical Improvement Project: McDonald Municipal is continuing work on the installation of the new booster pumps.
- Bingle Road Re-stripping: LoneStar will begin work on the restriping of Bingle Road on Monday, February 2nd. They will have construction signs out while they are out on site working, and plan to remove them daily to open the road when they are not working.
- Home Depot Lift Station: The bid opening for the rehabilitation of the Home Depot Lift Station is on February 4th, and we anticipate bringing a contract for award to the March City Council meeting.
- Tamy Ln Pedestrian Bridge: The bid opening for Tamy Ln. Pedestrian Bridge Improvements will go live on February 4th. We will open bids at the end of February and anticipate bringing a contract for award to the March City Council meeting as well.
- Winter Storm Fern: There were no major impacts to the City during Winter Storm Fern. Public Works had four members remain in the city, splitting shifts to ensure continuous operation of the water plant and immediately respond to any water leaks. They shut off water to 3 irrigation systems that were leaking, and several new build homes (ahead of the freeze).

7.2 Police Department

Chief Schulze provided the December Police Department Staff Report to the City Council

1. Number of calls for service — 3,444
2. Number of traffic violations — 661

7.3 Village Fire Department and activities of the VFD Board of Commissioners

Council Member Lisenby presented the Village Fire Department updates for December 2025, including updates on staffing, equipment, major calls, and ongoing projects.

8. NEW BUSINESS

- 8.1 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A request from GFL Environmental for a CPI-based adjustment to solid waste and recycling service rates pursuant to the existing contract.

Council Member Bass made a motion to approve GFL Environmental’s request for a CPI (Consumer Price Index)–based adjustment to solid waste and recycling service rates, reflecting an increase of \$0.16 per month (\$1.92 annually) in accordance with the existing contract. Council Member McCormack seconded the motion. Motion carried 5-0.

- 8.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2026-XX: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 2, 2026; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

Mayor Vajdos read the Ordinance by caption only. Council Member Dominy made a motion to approve Ordinance 2026-01 ordering a General Municipal Election to be held on May 2, 2026, and authorizing the City Administrator to enter into a joint election agreement with Spring Branch Independent School District to conduct the General Municipal Election, and Council Member McCormack seconded the motion. Motion carried 5-0.

- 8.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 26-XX – A resolution of the City Council of the City of Spring Valley Village, Texas, approving the terms and conditions of an agreement for professional services by and between the City of Spring Valley Village, Texas and Project Surveillance, Inc. for Construction Management & Inspection Services; authorizing the Mayor to execute any and all documents necessary to effectuate such agreement; providing for the incorporation of preamble; and providing an effective date.

Mayor Vajdos read the Resolution by caption only. Council Member Dominy made a motion to approve Resolution 2026-03, approving the terms and conditions of an agreement for professional services by and between the City of Spring Valley Village, Texas, and Project Surveillance, Inc. for Construction Management & Inspection Services, and Council Member Bass seconded the motion. Motion carried 5-0.

9. EXECUTIVE SESSION

The City Council Will Now Hold A Closed Executive Meeting Pursuant To The Provision Of Chapter 551, Government Code, Vernon’s Texas Codes Annotated, In Accordance With The Authority Contained In:

9.1 Section 551.074 – Personnel Matters to deliberate the duties of the City Administrator.

City Council adjourned into the Executive Session at 6:27 p.m

10. RECONVENE

The City Council meeting reconvened at 7:31 p.m.

10.1 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters discussed in Executive Session.

None.

11. ADJOURNMENT

Council Member Carpenter made a motion to adjourn the meeting at 7:31 p.m., and Council Member Bass seconded the motion. Motion carried 5-0.

Attest:

Signed:

Jasmin Torres
City Secretary

Marcus Vajdos
Mayor



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE: February 24, 2026
SUBMITTING STAFF: Kristina Watson, Public Works Director
SUBJECT: **CONSIDERATION AND POSSIBLE ACTION**
CONCERNING: Approval of Pay Estimate No. 22 Brighton Place Pavement & Utility Improvement Project in the amount of \$273,992.57

BACKGROUND: This is the 22nd pay estimate to be submitted by Conrad Construction, Ltd., for the Brighton Place (Merlin & Spring Oaks Cir) Pavement and Utility Improvement Project (2023-12-105) for work completed January 1 through January 31, 2026, **in the amount of \$273,992.57.**

Pay application No. 22 brings the Brighton Place project to 88% paid of the total contract amount of \$7,566,216.95.

ATTACHMENTS: Brighton Place Pay App No. 22

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION: Both CobbFendley and City staff have reviewed Pay Application No. 22 and recommend approval.

February 5, 2026

City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055

Re: Brighton Place Reconstruction
Payment Application #22
CFA Project No. 2212-056-01

Dear Kristina Watson:

Attached is Payment Application #22 from Conrad Construction Co., LTD for the above-referenced project. We have reviewed the enclosed payment application and find it to be correct with quantities verified to the extent practical in the field. Retainage in the amount of 5% is being held in accordance with the Contract Documents. We recommend approval of payment in the amount of \$273,992.57.

Retainage was reduced from 10% to 5% on Pay Application No. 21. This payment includes 5% of previous retainage. If you have any questions or require additional information, I can be contacted at (713) 462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Jennifer Steen, PE
Sr. Project Manager

Payment Instructions: *In accordance with industry best practices to help prevent payment fraud, please verify any requests for change in payment instructions or change to remittance addresses through a phone call to the payee's corporate accounting office or officer of the company. Do not change payment instructions prior to using a second independent form of verification.*

Application and Certificate for Payment

PROJECT: Brighton Place Reconstruction
OWNER: City of Spring Valley Village
ADDRESS: 1025 Campbell Road
 Houston, TX 77055

Estimate: #22

CONTRACT TIME

	Notice to Proceed	4/29/2024	Initial Contract Time	365	days
	Substantial Completion Date	6/10/2026	Current Approved Extensions	70	days
	Final Completion Date	6/10/2026	Previous Approved Extensions	338	days
			Total Contract Time	773	days
PAY PERIOD:	From:	1/1/2026	Spent Days	642	days
	To:	1/31/2026	Days Remaining	131	days
			Rain Days To Date	0	days
			Percent of Contract Time Completed	83%	

CHANGE ORDERS

	NO.	Date:	Amount:	Days:
Approved Change Orders:	0	2/5/2026	Rain Days to Date	69.5
	1	10/9/2024	\$70,637.00	38
	2	1/29/2025	47,892.95	25
	3	6/3/2025	\$118.00	5.00
	4		\$1,196,894.50	270.00
	Total Change Orders:		\$1,315,542.45	338

SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	6,250,674.50
Net Change by Change Orders:	\$	1,315,542.45
Contract Sum to Date:	\$	7,566,216.95
Total Completed and Stored to Date:	\$	6,694,859.81
Percent of Work Installed		88%
Retainage, (% of Completed Work:)		5%
Total Retainage:	\$	334,742.99
Total Earned Less Retainage:	\$	6,360,116.82
Less Previous Certificates of Payment:	\$	6,086,124.24
Current Payment Due:		\$ 273,992.57

* Retainage was reduced from 10% to 5% on Pay Application No. 21. This payment includes 5% of previous retainage

PAYMENT REVIEW AND APPROVAL

The undersigned Engineer certifies that to the best of his knowledge and belief, the scope of work for which payment is applied for has been satisfactorily completed.

Prepared By:	<div style="display: flex; justify-content: space-between;"> <i>James R. Bolin</i> <i>[Signature]</i> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Print Name Signature </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Conrad Construction Co LTP </div>	Date:	2.5.26
Approved By:	<div style="display: flex; justify-content: space-between;"> Jennifer Steen <i>[Signature]</i> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Print Name Signature </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Cobb, Fendley & Associates, Inc. </div>	Date:	2/5/2026
Accepted By:	<div style="display: flex; justify-content: space-between;"> Kristina Watson <i>[Signature]</i> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Print Name Signature </div> <div style="display: flex; justify-content: space-between; font-size: small;"> City of Spring Valley Village </div>	Date:	2-5-2026

PAY ESTIMATE: #22											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #21		Pay Estimate #22		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Percent Comp.
A. SECTION 1 - GENERAL AND SITE WORK ITEMS - PRIMARY SITE											
1	Mobilization, Bonds, Insurance, Construction Staking, etc. (5% Max)	LS	1	\$ 300,000.00		0.00		0.00	1.00	\$ 300,000.00	100.00%
1A	Mobilization, Bonds, Insurance, Construction Staking, etc. (5% Max)	LS	1	\$ 59,000.00	0.50	29,500.00	0.50	29,500.00	1.00	\$ 59,000.00	100.00%
2	Installation of Project Sign (CO 4 + 1)	LS	3	\$ 1,650.00		0.00		0.00	1.00	\$ 1,650.00	33.33%
3	Contractor to Coordinate with Adjacent Property Owners and Public Entities on Advance Notification of Traffic Phasing Changes, Mail, Parking, Driveway Access, etc.(CO 4 + 6)	MO	18	\$ 3,750.00	1.00	3,750.00	1.00	3,750.00	21.00	\$ 78,750.00	116.67%
4	Construction photographs (CO 4 + 1)	LS	2	\$ 1,400.00		0.00		0.00	0.00	\$ -	0.00%
5	TPDES Submittal (CO 4 + 1)	LS	2	\$ 1,000.00	1.00	1,000.00		0.00	2.00	\$ 2,000.00	100.00%
6	Construction Material Testing, approved geotechnical companies include Alpha Testing, Terracon, Riner Engineering, and QC Laboratories, Inc.	LS	1	\$ 105,000.00		0.00		0.00	1.00	\$ 105,000.00	100.00%
6A	Construction Material Testing, approved geotechnical companies include Alpha Testing, Terracon, Riner Engineering, and QC Laboratories, Inc.	LS	1	\$ 42,500.00		0.00	0.20	8,500.00	0.20	\$ 8,500.00	20.00%
7	Bypass Pumping for Sanitary Sewer	LS	1	\$ 4,500.00		0.00		0.00	1.00	\$ 4,500.00	100.00%
7A	Bypass Pumping for Sanitary Sewer	LS	1	\$ 15,000.00		0.00	1.00	15,000.00	1.00	\$ 15,000.00	100.00%
8	Control of Ground and Surface Water, Including Bypass Pumping	LS	1	\$ 1.00		0.00		0.00	1.00	\$ 1.00	100.00%
8A	Control of Ground and Surface Water, Including Bypass Pumping	LS	1	\$ 5,000.00		0.00	1.00	5,000.00	1.00	\$ 5,000.00	100.00%
9	Removal of Existing Traffic Signs (CO 4 + 3)	EA	13	\$ 100.00		0.00	17.00	1,700.00	17.00	\$ 1,700.00	130.77%
10	Provide and Install New Signs, Including Stop, Speed, Street Name, Speed Hump Sign and Children at Play (CO 4 + 3)	EA	29	\$ 700.00		0.00		0.00	0.00	\$ -	0.00%
11	Provide Traffic Control Throughout Project Duration. Include Mobile Changeable Traffic Signs, Flag Men, Low Profile Barriers, Barrels, Cones, Etc. as Needed for Each Phase of Construction	LS	1	\$ 110,000.00		0.00		0.00	1.00	\$ 110,000.00	100.00%

PAY ESTIMATE: #22											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #21		Pay Estimate #22		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
11A	Provide Traffic Control Throughout Project Duration. Include Mobile Changeable Traffic Signs, Flag Men, Low Profile Barriers, Barrels, Cones, Etc. as Needed for Each Phase of Construction	LS	1	\$ 65,000.00	0.20	13,000.00	0.15	9,750.00	0.35	\$ 22,750.00	35.00%
12	Tree and Plant Protection, Including Root Pruning, Crown Cleaning Prune	LS	1	\$ 50,000.00		0.00		0.00	1.00	\$ 50,000.00	100.00%
12A	Tree and Plant Protection, Including Root Pruning, Crown Cleaning Prune	LS	1	\$ 20,000.00	0.20	4,000.00	0.15	3,000.00	0.35	\$ 7,000.00	35.00%
13	Removal of Tree 0 – 11.99" (or Palm Tree), species varies.	EA	1	\$ 1,050.00		0.00		0.00	3.00	\$ 3,150.00	300.00%
14	Removal of Tree 12 – 29.99", species varies	EA	8	\$ 1,550.00		0.00		0.00	8.00	\$ 12,400.00	100.00%
15	Removal of Tree 30 – 45", species varies	EA	2	\$ 2,100.00		0.00		0.00	2.00	\$ 4,200.00	100.00%
16	Storm Water Pollution Prevention Including Inlet Protection, Construction Access, Stabilized Entrance, Complete in Place. Replace SWPP as needed during construction. Remove SWPP at construction completion.	LS	1	\$ 8,500.00		0.00		0.00	1.00	\$ 8,500.00	100.00%
16A	Storm Water Pollution Prevention Including Inlet Protection, Construction Access, Stabilized Entrance, Complete in Place. Replace SWPP as needed during construction. Remove SWPP at construction completion.	LS	1	\$ 7,500.00	0.20	1,500.00	0.20	1,500.00	0.40	\$ 3,000.00	40.00%
17	Complete Removal of Sanitary Sewer as Needed for Construction. Sanitary sewer may be abandoned in place, where not in conflict with proposed utilities.	LF	333	\$ 16.50		0.00		0.00	0.00	\$ -	0.00%
18	Purchase and Installation of Temporary Mailboxes, Complete in Place (CO 4 + 7)	EA	126	\$ 100.00		0.00	7.00	700.00	128.00	\$ 12,800.00	101.59%
19	Purchase and Installation of St. Augustine Block Sodding, Including Sod, Fertilizer, Topsoil, Watering, Complete in Place (CO 4 + 600)	SY	10,040	\$ 6.75	1,850.00	12,487.50		0.00	10,550.00	\$ 71,212.50	105.08%
20	Purchase and Installation of 4-Foot Precast Concrete Manholes, Complete in Place	EA	2	\$ 7,000.00		0.00		0.00	5.00	\$ 35,000.00	250.00%
21	Rehabilitation of Existing Manhole, Complete in Place	EA	2	\$ 4,500.00		0.00		0.00	1.00	\$ 4,500.00	50.00%
22	Grade and Shape Between Road and ROW (CO 4 + 1470)	SY	10,910	\$ 1.50	1,850.00	2,775.00		0.00	11,396.00	\$ 17,094.00	104.45%

PAY ESTIMATE: #22											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #21		Pay Estimate #22		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
23	Remove Existing Mailboxes, Place at Road ROW, Reinstall Existing Mailbox to Permanent Location Upon Completion of Phase, Complete in Place (CO 4 + 7)	EA	126	\$ 100.00		0.00	7.00	700.00	136.00	\$ 13,600.00	107.94%
24	Remove and Cap Irrigation Line at Road Right-of-Way. Paid per Each Property that has Irrigation Inside the Road Right-of-Way (CO 4 + 16)	Lot	51	\$ 550.00		0.00	7.00	3,850.00	115.00	\$ 63,250.00	225.49%
25	Removal and Proper Disposal of Storm Sewer, Back Fill Void with Select Fill, Complete in Place (CO 4 + 565)	LF	3,153	\$ 15.00		0.00		0.00	1,279.00	\$ 19,185.00	40.56%
26	Removal and Proper Disposal of Storm Sewer Inlets & Manholes, Back Fill Void with Select Fill, Complete in Place (CO 4 + 14)	EA	35	\$ 900.00		0.00		0.00	21.00	\$ 18,900.00	60.00%
27	Abandon And Grout Fill Existing Storm Sewer, All Sizes	LF	298	\$ 70.00		0.00		0.00	0.00	\$ -	0.00%
28	Abandon and Fill Existing 8-inch Diameter Sanitary Sewer Line	LF	253	\$ 15.00		0.00		0.00	0.00	\$ -	0.00%
29	Removal of Landscaping Hardscape, Including Blocks, Bricks, Pavers, etc. Located Inside Road ROW and Stockpile at Road ROW	LS	1	\$ 20,000.00		0.00		0.00	1.00	\$ 20,000.00	100.00%
29A	Removal of Landscaping Hardscape, Including Blocks, Bricks, Pavers, etc. Located Inside Road ROW and Stockpile at Road ROW	LS	1	\$ 8,500.00		0.00	0.20	1,700.00	0.20	\$ 1,700.00	20.00%
30	Trench Safety System, Including Storm Sewer, Water Line, Bore Pits, Sanitary Sewer (CO 4 + 350)	LF	4,491	\$ 1.00		0.00	252.00	252.00	3,609.00	\$ 3,609.00	80.36%
31	Complete Removal and Proper Disposal of Pavement (Thickness Varies), Including Driveways, Walkways and Curb (CO 4 + 2415)	SY	24,671	\$ 6.50	50.14	325.91	596.42	3,876.73	23,029.52	\$ 149,691.88	93.35%
32	Roadway Excavation and Haul-Off (CO 4 + 815)	CY	5,465	\$ 1.00		0.00	130.00	130.00	4,780.00	\$ 4,780.00	87.47%
33	Provide and Install 8-Inch Lime Stabilized Subgrade (5%), Including Lime, Manipulation, and Compaction, Complete in Place, per the geotechnical report. (CO 4 + 2565)	SY	23,900	\$ 12.50		0.00	336.07	4,200.88	22,160.68	\$ 277,008.50	92.72%
34	Purchase and Installation of 12-inch Sanitary Sewer, Complete in Place CO 3 Qty to 376)	LF	376	\$ 195.00		0.00		0.00	0.00	\$ -	0.00%
35	Purchase and Installation of 6-Inch Diameter Water Line, by Trenchless Construction, Complete in Place (CO 4 + 330)	LF	1,405	\$ 90.00		0.00	220.00	19,800.00	1,295.00	\$ 116,550.00	92.17%

PAY ESTIMATE: #22											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #21		Pay Estimate #22		YEAR TO DATE		
					QUANTITY INSTALLED	AMOUNT	QUANTITY INSTALLED	AMOUNT	Quantity	Amount	Percent Comp.
36	Purchase and Installation of 8-Inch Diameter Water Line, by Trenchless Construction, Complete in Place (CO 4 + 500)	LF	5,957	\$ 130.00		0.00		0.00	5,489.00	\$ 713,570.00	92.14%
37	Purchase and Installation of 8-Inch Diameter Water Line, by open cut Complete in Place	LF	542	\$ 175.00		0.00		0.00	542.00	\$ 94,850.00	100.00%
38	Water Tap and Service Line -Short Connections, Connect to Existing Meter, Complete in Place (CO 4 + 11)	EA	71	\$ 1,500.00		0.00		0.00	60.00	\$ 90,000.00	84.51%
39	Water Tap and Service Line -Long Connections, Connect to Existing Meter, Complete in Place (CO 4 + 4)	EA	69	\$ 2,500.00		0.00		0.00	66.00	\$ 165,000.00	95.65%
40	Purchase and Installation of 8-Inch Wet Connection, Complete in Place (CO 4 + 1)	EA	2	\$ 5,000.00		0.00		0.00	1.00	\$ 5,000.00	50.00%
41	Cut, Plug, and Abandon Existing Diameter Water Lines size varies 4-Inch to 8-Inch, Complete in Place (CO 4 + 705)	LF	6,332	\$ 1.00		0.00		0.00	5,627.00	\$ 5,627.00	88.87%
42	Purchase and Installation of 8-Inch Tapping Sleeve & Valve, Complete in Place	EA	1	\$ 6,500.00		0.00		0.00	2.00	\$ 13,000.00	200.00%
43	Removal of Existing Fire Hydrant Assembly (CO 4 + 1)	EA	13	\$ 850.00		0.00		0.00	12.00	\$ 10,200.00	92.31%
44	Purchase and Installation of New Fire Hydrant Assembly, Complete in Place (CO 4 + 1)	EA	13	\$ 7,500.00		0.00		0.00	12.00	\$ 90,000.00	92.31%
45	Purchase and Installation of Concrete Junction Box JB01, Complete in Place	LS	1	\$ 54,500.00		0.00		0.00	1.00	\$ 54,500.00	100.00%
46	Purchase and Installation of Concrete Junction Box JB02, Complete in Place	LS	1	\$ 50,000.00		0.00		0.00	1.00	\$ 50,000.00	100.00%
47	Purchase and Installation of Concrete Junction Box JB03, Complete in Place	LS	1	\$ 40,000.00		0.00		0.00	1.00	\$ 40,000.00	100.00%
48	Purchase and Installation of 4-Inch Yard Drain with Steel Curb Box, Complete in Place (CO 4 + 14)	EA	136	\$ 650.00		0.00	1.00	650.00	161.00	\$ 104,650.00	118.38%
49	Purchase and Installation of 24-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place (CO 4 + 60)	LF	1,830	\$ 130.00		0.00		0.00	1,954.00	\$ 254,020.00	106.78%
50	Purchase and Installation of 36-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place (CO 4 + 26)	LF	404	\$ 200.00		0.00		0.00	180.00	\$ 36,000.00	44.55%

PAY ESTIMATE: #22											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #21		Pay Estimate #22		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
51	Purchase and Installation of 42-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	371	\$ 240.00		0.00		0.00	390.00	\$ 93,600.00	105.12%
52	Purchase and Installation of 10-Foot by 5-Foot Reinforced Concrete Box by Open Cut, Complete in Place	LF	828	\$ 1,350.00		0.00		0.00	833.00	\$ 1,124,550.00	100.60%
53	Purchase and Installation of Precast Type BB Inlet, Complete in Place	EA	19	\$ 5,000.00		0.00		0.00	20.00	\$ 100,000.00	105.26%
54	Purchase and Installation of Precast Type C Inlet, Complete in Place (CO 4 + 2)	EA	8	\$ 5,500.00		0.00		0.00	6.00	\$ 33,000.00	75.00%
55	Purchase and Installation of Precast Type C1 Inlet, Complete in Place	EA	2	\$ 7,300.00		0.00		0.00	2.00	\$ 14,600.00	100.00%
56	Temporary Pavement, As Needed for Construction Phasing	LS	1	\$ 5,000.00		0.00		0.00	1.00	\$ 5,000.00	100.00%
56A	Temporary Pavement, As Needed for Construction Phasing (CO 4)	LS	1	\$ 6,500.00		0.00	0.25	1,625.00	0.25	\$ 1,625.00	25.00%
57	Purchase and Installation of 6-Inch Concrete Pavement and Driveways, Complete in Place (CO 4 + 2055)	SY	23,420	\$ 68.50	5.50	376.75	279.25	19,128.63	22,138.73	\$ 1,516,503.01	94.53%
58	Blue Reflective Marker Placed at each Fire Hydrant, Complete in Place (CO 4 + 3)	EA	15	\$ 15.00		0.00		0.00	0.00	\$ -	0.00%
59	4-Inch Yellow Broken Reflectorized Pavement Markings, Complete in Place	LF	4,750	\$ 1.75		0.00		0.00	0.00	\$ -	0.00%
60	4-Inch Yellow Median Striping Reflectorized Pavement Markings, Complete in Place	LS	1	\$ 2,500.00		0.00		0.00	0.00	\$ -	0.00%
61	12-Inch White Reflectorized Pavement Marking, Complete in Place	LF	100	\$ 15.00		0.00		0.00	0.00	\$ -	0.00%
62	24-Inch White Reflectorized Pavement Marking, Complete in Place (CO 4 + 32)	LF	182	\$ 20.00		0.00		0.00	0.00	\$ -	0.00%
63	White Reflectorized Turn Arrows Pavement Marking, Complete in Place	EA	4	\$ 375.00		0.00		0.00	0.00	\$ -	0.00%
64	Purchase and Installation of 4-Inch x 12-Inch Mountable Concrete Curb, Complete in Place (CO 4 + 1030)	LF	11,604	\$ 4.50		0.00		0.00	11,827.00	\$ 53,221.50	101.92%
65	Purchase and Installation of 6-Inch Concrete Curb, Complete in Place (CO 4 + 145)	LF	997	\$ 6.00		0.00		0.00	1,004.00	\$ 6,024.00	100.70%
66	Purchase and Installation of 4 1/2-Inch Concrete Walkway and Steps, Complete in Place (CO 4 + 290)	SF	4,241	\$ 9.50	401.86	3,817.67		0.00	3,766.26	\$ 35,779.47	88.81%

PAY ESTIMATE: #22											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #21		Pay Estimate #22		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
67	Adjust Traffic Signal Timing and Control Cabinet as Needed for Construction	LS	1	\$ 6,000.00		0.00		0.00	1.00	\$ 6,000.00	100.00%
68	Install New Traffic Loops to Ground Box. Match Existing Loop Size and Type. Revise signal timing to Preconstruction Conditions	LS	1	\$ 10,000.00		0.00		0.00	0.00	\$ -	0.00%
69	Purchase and Installation of Black Speed Cushion including White Pavement Markings, Complete in Place	EA	6	\$ 4,750.00		0.00	5.00	23,750.00	5.00	\$ 23,750.00	83.33%
B. EXTRA WORK ITEMS											
1	Cure-in-Place Line Existing Storm Manhole, Complete in Place	EA	1	\$ 4,000.00		0.00		0.00	1.00	\$ 4,000.00	100.00%
C. ALLOWANCE											
1	Construction Allowance for Unforeseen Circumstances Pre-Approved by the City (used for Change Order 1)	LS	1	\$ 25,000.00		0.00		0.00	0.00	\$ -	0.00%

PAY ESTIMATE: #22											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #21		Pay Estimate #22		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
CHANGE ORDER NO. 1					Quantity	Amount	Quantity	Amount	Quantity	Amount	Percent Comp.
CO1.1	Cured-in-Place Storm Sewer	LS	1	\$ 72,237.00		0.00		0.00	1.00	\$ 72,237.00	100.00%
CO1.2	Short Side Service Lead (\$1,675 EA) 6 approved on CH 1	EA	6	\$ 1,675.00		0.00		0.00	0.00	\$ -	0.00%
CO1.2 A	Short Side Service Lead (CO 4 + 5)	EA	5	\$ 1,650.00		0.00	4.00	6,600.00	4.00	\$ 6,600.00	80.00%
CO1.3	Long Side Service Lead (\$2,225 EA) 6 approved on CH 2 (CO 4 + 11)	EA	17	\$ 2,225.00		0.00		0.00	12.00	\$ 26,700.00	70.59%
CO1.4	20 additional days for moving mailboxes	LS	1	\$ -		0.00		0.00	0.00	\$ -	0.00%
CO2-1	Replace 62 meter boxes, add valves	LS	1	\$ 16,554.00		0.00		0.00	1.00	\$ 16,554.00	100.00%
CO2-2	Additional survey	LS	1	\$ 5,650.25		0.00		0.00	1.00	\$ 5,650.25	100.00%
CO2-3	Lower storm sewer, extra excavation	LS	1	\$ 25,688.70		0.00		0.00	1.00	\$ 25,688.70	100.00%
CO3-1	Cured-in-Place Storm Sewer	LS	1	\$ 42,628.00		0.00		0.00	1.00	\$ 42,628.00	100.00%
CO4-1	Line existing sanitary sewer manhole	VH	56	\$ 300.00		0.00		0.00	0.00	\$ -	0.00%
CO4-2	Replace water meters with new plastic box	EA	16	\$ 267.00		0.00		0.00	0.00	\$ -	0.00%
CO4-3	Purchase and Installation of 6-Inch Wet Connection, Complete in Place	EA	2	\$ 5,000.00		0.00		0.00	0.00	\$ -	0.00%
CO4-4	Pipe burst existing 8-inch sanitary sewer	LF	495	\$ 250.00		0.00	495.00	123,750.00	495.00	\$ 123,750.00	100.00%
CO4-5	Concrete junction box for storm sewer	EA	3	\$ 30,000.00		0.00		0.00	0.00	\$ -	0.00%
CO4-6	6'x3' RCB storm sewer	LF	255	\$ 895.00		0.00		0.00	0.00	\$ -	0.00%
CO4-7	6" high early strength concrete pavement	SY	300	\$ 90.00		0.00		0.00	0.00	\$ -	0.00%

	Total	72,532.83	Total	288,413.23
	Retainer 5%	3,626.64	Retainer 5%	14,420.66
Original Contract Amount: \$ 6,250,674.50	Total	68,906.19	Total	273,992.57
Number of requested Rain Days:		3		3

Percent Complete Color Code:
In progress, under 100%
Complete, 100%
Over 100%



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE: February 24, 2026
SUBMITTING STAFF: Kristina Watson, Public Works Director
SUBJECT: **CONSIDERATION AND POSSIBLE ACTION**
CONCERNING: Approval of Pay Estimate No. 13, Water Plant Improvement Project, in the amount of \$19,512

BACKGROUND: This is the 13th pay estimate to be submitted by McDonald Municipal and Industrial A division of C.F. McDonald Electric Inc., for the Water Plant Electrical Improvement Project (2024-05-01) for work completed January 1 through January 31, 2026, **in the amount of \$19,512.00.**

Pay Estimate No. 13 brings the Water Plant Electrical Improvement Project to 81% paid of the total contract amount of \$1,433,699.

ATTACHMENTS: Pay Estimate No. 13

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION: Both IDS Engineering and City Staff have reviewed Pay Application No. 13 and recommend approval.



February 11, 2026

City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

Attention: Ms. Kristina Watson

Reference: Water Plant Electrical Project; Competitive Sealed Bid #2024-05-101;
City of Spring Valley Village; IDS Project No. 2316-008-00, Contract No. 1

Dear Ms. Watson:

Enclosed is Application and Certificate for Payment No. 13 for the above referenced project for the period of **January 1, 2026, to January 31, 2026**. As itemized in this estimate, we recommend payment to **McDonald Municipal and Industrial A division of C.F. McDonald Electric Inc.** in the amount of **\$19,512.00** at this time.

As of January 31, 2026, the project was approximately 81% complete of the contract sum to date. A qualified project representative was assigned to the project to observe the work as it was being performed. To the best of my knowledge, all work has been performed in accordance with the construction plans and contract specifications.

Sincerely,



Marcel Khouw, P.E.
Director

MK/kip \\idseg\fs\Projects\2300\231600800 CoSVV Water Plant Electrical Project\CPS\110 Pay Req\Pay Estimate No. 13.docx

cc: Wayne Berkenmeier, McDonald Municipal & Industrial—A Division of C.F. McDonald Electric, Inc.
Todd Laird, McDonald Municipal & Industrial—A Division of C.F. McDonald Electric, Inc.
Adam Cook, P.E. / Jim Angelo

INVOICE
M C.F. McDONALD
ELECTRIC, INC.
CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

City of Spring Valley Village
 C/O IDS Engineering
 13430 NW Frwy, #700
 Houston, TX 77040

Date: 1/26/26

Invoice No.

W028321-13

P.O. NO.	PROJECT NAME AND / OR ADDRESS Water Plant Electrical	SUBCONTACT NO. 2024-05-101
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*NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.
 "Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"*

Base Contract Amount -----	\$1,323,469.00
Change Order #1 -----	\$110,230.00
Change Order #2 (60 Days Only)-----	\$0.00
	\$1,433,699.00

Progress Billing - Tax Exempt -	\$1,163,530.00
Less 10% Retained	\$116,353.00
	\$1,047,177.00
Less Previous Billings	\$1,027,665.00
	\$1,027,665.00
TOTAL THIS INVOICE -----	\$19,512.00

Thank You!

APPLICATION AND CERTIFICATE FOR PAYMENT

Project: Water Plant Electrical Project
Competitive Sealed Bid #2024-05-101

Project Manager: Marcel Khouw, P.E.
Engineer: IDS Engineering Group

IDS Project No.: 2316-008-00

Contractor: McDonald Municipal and Industrial A division of C.F. McDonald Electric Inc.

Owner: City of Spring Valley Village

Application Date: 1/26/2026 Application No.: 13

Notice to Proceed Date: **12/11/24** Contract Duration: 420 Calendar Days

Period From: 1/1/2026 To: 1/31/2026

CHANGE ORDER SUMMARY

Application is made for Payment, as shown below, in connection with the attached Contract Continuation Sheet(s).

The present status of the account for this Contract is as follows:

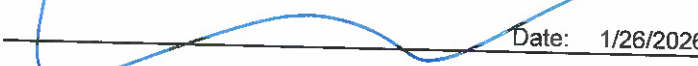
Original Contract Sum	\$ 1,323,469.00
Net Changes by Change Order	\$ 110,230.00
Contract sum to Date	\$ 1,433,699.00
Total Completed to Date	\$ 1,163,530.00
Retainage 10 %	\$ 116,353.00
Total Earned Less Retainage	\$ 1,047,177.00
Less Previous Certificates for Payment	\$ 1,027,665.00
Current Payment Due	\$ 19,512.00

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above.

Change Orders approved in previous months by Owner		Additions \$	Deletions \$
Number	Approved (date)		
1	Aug-25	\$110,230.00	
2	1/26/2026	\$0 (60 Days Only)	
Net Change by Change Orders		\$110,230.00	

Weather Days Requested To Date: **4** Weather Days Granted: **4**
Liquidated Damages Assessed: None

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payment received from the Owner and that the current payment shown herein is now due.

Contractor: McDonald Municipal and Industrial A division of C.F. McDonald
Signed by:  Date: 1/26/2026

Engineer: IDS Engineering Group
Signed By:  Date: 2/11/26

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar, Use Column 1 on Contracts where variable retainage for line items may apply

Application No: 13
 Application Date: 1/26/26
 Period To: 1/31/26
 Project No: 2024-05-101

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE		H BALANCE TO FINISH	I RETAINAGE 10%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD		PERCENT %			
BASE CONTRACT									
GENERAL ITEMS									
1	Mobilization	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	100%	\$ -	\$ 10,000.00
2	Storm Water Pollution Preventative Plan	\$ 100.00	\$ 20.00	\$ 30.00	\$ -	\$ 50.00	50%	\$ 50.00	\$ 5.00
BOOSTER PUMP STATION IMPROVEMENTS									
3a	Furnish and install new pumps	\$ 60,000.00	\$ 42,000.00	\$ -	\$ -	\$ 42,000.00	70%	\$ 18,000.00	\$ 4,200.00
3b	Furnish and install new motors	\$ 60,000.00	\$ 36,000.00	\$ 6,000.00	\$ -	\$ 42,000.00	70%	\$ 18,000.00	\$ 4,200.00
3c	Furnish and install new power	\$ 30,000.00	\$ 22,500.00	\$ 3,000.00	\$ -	\$ 25,500.00	85%	\$ 4,500.00	\$ 2,550.00
3d	Furnish and install new controls	\$ 50,000.00	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	90%	\$ 5,000.00	\$ 4,500.00
3e	Furnish and install new valves and piping	\$ 50,000.00	\$ 30,000.00	\$ 10,000.00	\$ -	\$ 40,000.00	80%	\$ 10,000.00	\$ 4,000.00
CONTROL BUILDING #1									
4a	Removal and replacement of 2 doors, 3 vents and CD vent	\$ 25,000.00	\$ 22,500.00	\$ 1,250.00	\$ -	\$ 23,750.00	95%	\$ 1,250.00	\$ 2,375.00
4b	Removal and replacement of 1 A/C unit	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%	\$ -	\$ 500.00
4c	Repair of CMU walls, painting of interior and exterior walls	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100%	\$ -	\$ 1,500.00
4d	Relocation of existing air compressor	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -	\$ 1,000.00
4e	Demolition and construction of sidewalk, installation of inlet	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	100%	\$ -	\$ 2,500.00
4f	Installation of PVC storm sewer	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -	\$ 2,000.00
5a	Electrical instrumentation and control- removal of existing and complete replacement of utility main, automatic transfer switch and power distribution switchboard	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	\$ -	\$ 20,000.00
5b	Removal of existing MCC and replacement with a RVSS and variable speed drives of equipment	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	100%	\$ -	\$ 10,000.00
5c	Misc. electrical and control improvements including new panel board, air compressor relocation, ventilation, new A/C power and devices	\$ 50,000.00	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	90%	\$ 5,000.00	\$ 4,500.00
5d	Two phase of complete temporary facilities	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100%	\$ -	\$ 4,000.00
5e	Removal of existing and complete replacement of Well #1 and pump station control system with PLC system	\$ 150,000.00	\$ 135,000.00	\$ -	\$ -	\$ 135,000.00	90%	\$ 15,000.00	\$ 13,500.00
5f	Existing surface water connection PLC and HMI replacement	\$ 50,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	80%	\$ 10,000.00	\$ 4,000.00
5g	Control bldg. #2 industrial PC and HMI replacement	\$ 49,369.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 49,369.00	\$ -
5h	Bond & Insurance	\$ 79,000.00	\$ 79,000.00	\$ -	\$ -	\$ 79,000.00	100%	\$ -	\$ 7,900.00
EXTRA WORK ITEMS									
6	3/4" rigid aluminum conduit installed aboveground	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,500.00	\$ -
7	1" rigid aluminum conduit installed aboveground	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -
8	1" PVC schedule 40 conduit installed underground	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,000.00	\$ -
9	Copper No. 14 AWG conductor with XHHW-2 insulation in conduit	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
10	Copper No. 12 AWG conductor with XHHW-2 insulation in conduit	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
11	Copper No. 2 AWG conductor with XHHW-2 insulation in conduit	\$ 500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 500.00	\$ -
12	2/c or 3/c #16 AWG twisted shielded instrument cable in conduit	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -
CASH ALLOWANCE									
13	Software engineering by Spring Valley Village service provider	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 45,000.00	\$ -
14	VT scada software license	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,000.00	\$ -

ADDITIVE ALTERNATE BID ITEMS									
15	Electrical instrumentation and controls: includes fiber optic cable installed from control bldg. #1 to the PW maintenance bldg., new PC work station	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 35,000.00	\$ -
16	Furnish all material, labor, equipment and appurtenances for the installation of booster pump #1	\$ 14,000.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	25%	\$ 10,500.00	\$ 350.00
17	Furnish all material, labor, equipment and appurtenances for the installation of booster pump #2	\$ 14,000.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	25%	\$ 10,500.00	\$ 350.00
18	Furnish all material, labor, equipment and appurtenances for the installation of booster pump #3	\$ 14,000.00	\$ 12,600.00	\$ 1,400.00	\$ -	\$ 14,000.00	100%	\$ -	\$ 1,400.00
TOTAL BASE CONTRACT		\$ 1,323,469.00	\$ 1,031,820.00	\$ 21,680.00	\$ -	\$ 1,053,300.00	80%	\$ 270,169.00	\$ 105,330.00
Change Orders									
1									
2	60 Days Only	\$ 110,230.00	\$ 110,230.00	\$ -	\$ -	\$ 110,230.00	100%	\$ -	\$ 11,023.00
3									
4		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
Sub Total Change Orders		\$ 110,230.00	\$ 110,230.00	\$ -	\$ -	\$ -	0%	\$ -	\$ -
GRAND TOTAL		\$ 1,433,699.00	\$ 1,141,850.00	\$ 21,680.00	\$ -	\$ 1,163,530.00	81%	\$ 270,169.00	\$ 116,353.00

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF HARRIS

Wayne Berkenmeier Being first duly sworn, state that he is VP Special Projects
of C.F. McDonald Electric, Inc. of Harris County of Texas, hereinafter call "Company", and
The said Company has performed work and/or furnished Water Plant Electrical
hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "Contract") for
the construction of:

PROJECT: Water Plant Electrical for City of Spring Valley Village
PROJECT NO: 2024-05-101

That all just and lawful invoices against the Company for Labor, materials and expendable equipment
employed in the performance of the Contract and have been paid in full (with the exception of the
attached invoice) prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability
arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen
and suppliers.

Executed this 26th day of January, 2026.

CONTRACTOR C.F. McDonald Electric, Inc.

By _____

VP Special Projects

Title

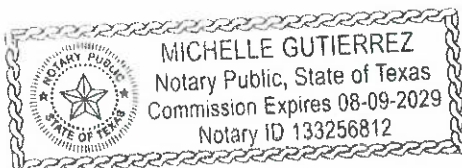
THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Wayne Berkenmeier
of C.F. McDonald Electric, Inc., a Texas Corporation, known to me
to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to
me that the executed the same as the act and deed of such corporation, for the purpose of consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 26th day of January 2026.

MY COMMISSION EXPIRES: 8/9/29

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with C.F. McDonald Electric, Inc. to furnish Labor, Materials and Incidental Items in connection with certain improvements to real property located in Harris County, Texas, and owned by City of Spring Valley Village which improvements are described as follows:

Project Name: Water Plant Electrical

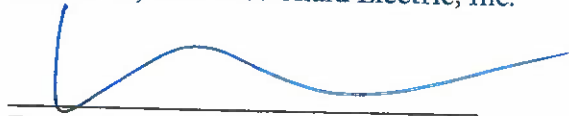
Project Number: 2024-05-101

In consideration of Pay Estimate No. 13 in the amount of Nineteen Thousand Five Hundred Twelve Dollars and Zero Cents (\$ 19,512.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Executed this 26th day of January, 2026.

(Contractor) C.F. McDonald Electric, Inc.



By

VP Special Projects

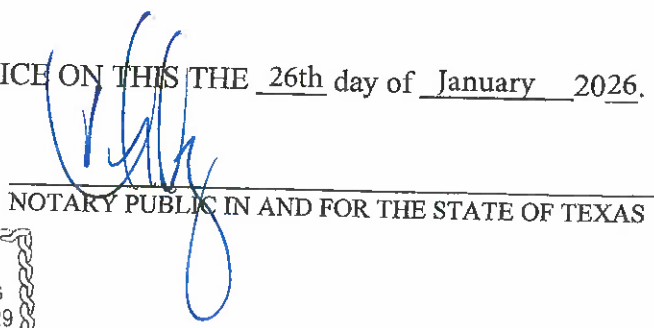
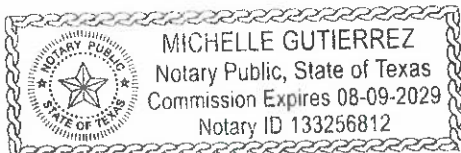
Title

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Wayne Berkenmeier of C.F. McDonald Electric, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 26th day of January 2026.

MY COMMISSION EXPIRES: 8/9/29


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



REQUEST FOR EXTENSION OF TIME

PROJECT: Water Plant Electrical

OWNER: City of Spring Valley Village

ATTENTION: _____ DATE: 1/26/26

PROJECT NUMBER: 2024-05-101

We request extension of completion time on our Contract in the amount of 0 Calendar Days specified as follows: (Please circle day of the month)

Month: January

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Reasons for Request: _____

C.F. McDonald Electric, Inc.
(Contractor)

By: 

Recommend approval for extension of 0 calendar days.

Recommend disapproval. (See following comments)

IDS ENGINEERING GROUP

By: _____ Date: _____



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 24, 2026
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of proposal from KNB for landscape services along the West Tex portion of the soundwall in the amount of \$27,551

BACKGROUND:	<p>In response to inquiries from residents and questions raised by members of City Council regarding the appearance of the sound wall corridor along West Tex, staff evaluated options for landscape improvements that would enhance the area while avoiding impacts to existing underground infrastructure.</p> <p>The City maintains an existing landscape services contract with KNB Industries, Inc., which was most recently awarded through a competitive RFP process in August 2024. As the proposed improvements fall within the scope of services permitted under that agreement, staff requested a cost proposal from KNB for the following improvements along the West Tex sound wall:</p> <ul style="list-style-type: none"> • Construction of five landscape planting beds, each approximately 43ft X 9ft • Removal of existing SOD within proposed areas • Installation of bed mix soil and mulch • Installation of fifteen 30-gallon Crepe Myrtle trees • Installation of Seventy-Five 3-gallon Yellow Sunshine Ligustrum shrubs • Installation of one hundred 3-gallon Liriope plants, and • Installation of irrigation system <p>KNB’s total cost proposal for the West Tex sound wall improvements is \$27,551. Although not required, staff obtained a second quote from Yellowstone Landscape, which totaled \$45,035 for similar scope. Given the cost difference and KNB’s established relationship with the City, staff</p>
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recommends approval of the KNB proposal. The cost is expected to be covered within the current landscape budget.

ATTACHMENTS: West Tex Sound Wall Proposal, Spring Valley landscape upgrades West Tex sound wall 12-16-25

FUNDING:	Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: Staff has reviewed KNB's proposal and recommend approval.

Landscape & Irrigation Installation Proposal

Project: West Tex Sound Wall

Owner: City of Spring Valley

Contractor: *Yellowstone Landscape, Marissa Ramey*

Date: 01/06/2026

PROJECT DESCRIPTION

Provide all labor, materials, equipment, and supervision necessary to furnish and install landscape and irrigation improvements at the West Tex Sound Wall, in accordance with City standards and accepted industry practices.

SCOPE OF WORK

A. Landscape Installation

1. Planting Beds
 - Construct five (5) planting beds, each measuring 43 feet x 9 feet
 2. Trees
 - Furnish and install fifteen (15) 30-gallon Crape Myrtle trees
 - Installation rate: three (3) trees per bed
 3. Shrubs
 - Furnish and install seventy-five (75) 3-gallon Yellow Sunshine Ligustrum shrubs
 - Installation rate: fifteen (15) shrubs per bed
 4. Groundcover
 - Furnish and install one hundred (100) 3-gallon Liriope plants
 - Installation rate: twenty (20) plants per bed
 5. Soil Amendments & Mulch
 - Furnish and install 2 inches of compost evenly distributed within all planting beds
 - Furnish and install 2 inches of hardwood mulch within all planting beds
-

B. Sod Removal & Fertilization

- Remove and dispose of 1,935 square feet of existing sod
 - Apply fertilizer to all newly installed landscape and irrigation areas
-

C. Irrigation System Installation

Furnish and install a complete underground irrigation system to serve all new landscape areas.

1. System Components
 - One (1) 2-inch Pressure Vacuum Breaker (PVB)
 - Eight (8) irrigation zones
 - 1.5-inch spray heads and valves
 - 1-inch mainline piping
 - Drip irrigation installed for all planting beds
 2. System Requirements
 - System to be installed in compliance with applicable City codes and standards
 - System to be fully operational, tested, and adjusted for proper coverage upon completion
-

EXCLUSIONS

- Permits, inspection fees, or tap fees unless specifically noted
- Utility relocation or unforeseen underground obstructions
- Landscape maintenance beyond the warranty period
- Landscape lighting or electrical work

WARRANTY

- One (1) year warranty on workmanship for landscape and irrigation installation
- Plant material warranty subject to City specifications and proper irrigation operation

PROJECT COST

Total Lump Sum Price: \$45,035.00

Price includes all labor, materials, equipment, mobilization, and close-out required to complete the work described herein.

ACCEPTANCE

City of Spring Valley

Authorized Representative: _____

Signature: _____ Date: _____

Contractor

Authorized Representative: Yellowstone Landscape, Marissa Ramey _____

Signature: *Marissa Ramey* _____ Date: 01/13/2026



December 16, 2025

City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055

West Tex sound wall area:

Landscape:

- Build 5 separate 43 foot long by 9-foot-wide beds
- Build beds by removing sod and install bed mix soil and mulch
- Install 15, 30-gallon crepe myrtle trees (3 trees per bed)
- Install 75, 3-gallon yellow sunshine ligustrum shrubs (15 shrubs per bed)
- Install 100, 3-gallon liriope shrubs (20 shrubs per bed)
- Per bed price is \$3,585.00 x 5 beds = \$17,925.00 total for all 5 beds

Irrigation:

- Install underground irrigation system
- System will have 8 zones and multi wire controller
- System will have 1 two inch pressure vacuum breaker
- System will have spray heads and electric 1.5 inch valves
- Water meter and electricity provided by city
- System price is \$9,626.00

Total price of above 2 projects: \$27,551.00

Thank you!
Brit Chapman
brit@knblandscapes.com
www.knblandscapes.com
713-545-1161





Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 24, 2026
SUBMITTING STAFF:	Abbey Anderson, Assistant to the City Administrator
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 2026-XX — AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NO. 95-05, DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 26 TO THE PERSONNEL MANUAL, TO UPDATE AND ADDRESS POLICIES, INCLUDING AN OUTSIDE EMPLOYMENT POLICY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND:	<p>The City is proposing an Outside Employment Policy to establish clear standards and procedures regarding employment outside an employee's role with the City. While outside employment is not prohibited, it is important to ensure that such activities do not create conflicts of interest, interfere with job performance, or negatively impact City operations.</p> <p>The proposed Outside Employment Policy establishes clear standards, expectations, and procedures related to outside employment for City employees. The policy is intended to protect both the City and its employees by promoting accountability and ethical conduct, while still allowing employees to pursue outside professional opportunities when appropriate and approved.</p> <p>This policy was reviewed by all department heads prior to presentation to City Council.</p>
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ATTACHMENTS:	Personnel Policies Ord 2026-XX Outside Employment, Exhibit A
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FUNDING:	
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Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: Staff recommends approval of the amendments to the City's Personnel Policies

ORDINANCE NUMBER 2026-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 26 TO THE PERSONNEL MANUAL, TO UPDATE AND ADDRESS POLICIES, INCLUDING AN OUTSIDE EMPLOYMENT POLICY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on March 29, 1995, by Ordinance Number 95-05, the City Council of the City of Spring Valley Village, Texas, adopted a Personnel Manual for all City employees (“Personnel Manual”), and the Personnel Manual has been amended several times since its original adoption with changes to various provisions; and

WHEREAS, the City Council has reviewed and identified the need to address policies including, but not limited to, an Outside Employment Policy, to ensure they reflect current practices and legal requirements; and

WHEREAS, the City Council now finds the sections in Exhibit A should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble to this Ordinance are hereby found to be true and correct.

Section 2. The City’s Personnel Manual, as adopted by Ordinance Number 95-05, duly passed and approved on March 29, 1995, as amended, is hereby amended incorporate the updated personnel policies as seen in Exhibit A, which is attached hereto.

This amendment shall be referenced and referred to as **AMENDMENT NO. 26 TO THE PERSONNEL MANUAL.**

Section 3. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part

declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ____ day of _____, 2026.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas



EST. 1955

SPRING VALLEY
V I L L A G E

OUTSIDE EMPLOYMENT POLICY

City of Spring Valley Village

Adopted:

TABLE OF CONTENTS

1. PURPOSE.....	3
2. DEFINITION	3
3. CONFLICT OF INTEREST.....	3
4. APPROVAL PROCESS.....	3
5. EXPECTED CONDUCT.....	4
6. FAILURE TO REPORT	5
7. DUTY TO MAINTAIN	5
8. APPENDICES.....	5

1. PURPOSE

This policy establishes the City of Spring Valley Village's standards and procedures regarding outside employment by City employees to ensure that such employment does not conflict with the City's interests, employee job performance, or public trust.

2. DEFINITION

Outside employment – includes, but is not limited to, receiving wages, compensation, or other consideration of value while working for another employer, organization, or individual; engaging in self-employment; teaching, consulting, or serving as an independent contractor; and/or participating in a family-owned business.

3. CONFLICT OF INTEREST

No employee shall engage in any outside employment, including self-employment, that would:

- a) Directly or indirectly affect their ability to make fair, objective, and unbiased decisions or recommendations in the duties of their job with the City;
- b) Create the appearance of favoritism toward any person or entity that provides or seeks to provide goods or services to the City;
- c) Compromise their independent judgment regarding vendors, contractors, or services provided to the City of Spring Valley Village;
- d) Compromise the reputation of the City of Spring Valley Village; or
- e) Violate any federal or state law, or City ordinance or policy.

4. APPROVAL PROCESS

Approval of outside employment shall be based on the best interests of the City, including professionalism, protection of the City's reputation, and the City's expectation of full and faithful service from its employees. Factors considered include, but are not limited to, the type of work, the employer or business, the number of hours worked, and the duration of the outside employment.

If an employee's Department Head believes a request is inappropriate, they shall submit a recommendation for denial to the City Administrator, who will perform a final review before the request is officially denied.

a. Full-Time Employees:

Prior to obtaining any outside employment or continuing any employment currently maintained outside of the City, a full-time employee must request and receive written approval through their Supervisor, Department Head, and the City Administrator. The

Department Head must recommend approval to the City Administrator for final authorization.

- i. New employees who have outside employment should seek approval at the time of hire.

b. Police Department, Last Minute Requests:

In situations where a Police Department employee receives a request for outside employment that is scheduled to occur within 48 hours, or the City Administrator is unavailable, the following expedited approval process may be used:

- i. The employee must submit a completed “Outside Employee Approval Request Form” as soon as possible upon receiving the request.
- ii. The Chief of Police, or their designee, is authorized to review and approve or deny the request on behalf of the City when time constraints prevent routing through the standard approval chain.
- iii. If approved by the Chief of Police or their designee, the employee may proceed with the outside employment assignment.
- iv. The approved form shall be forwarded to the City Administrator for final acknowledgment and signature upon their return to the office or during the following business week.
- v. Use of this expedited process is intended for time-sensitive requests and shall not replace the standard approval process for regularly scheduled or ongoing outside employment.

All requests for outside employment by full-time employees must be submitted on the City of Spring Valley Village “Outside Employment Approval Request Form.” Copies of all outside employment documents will be filed in the employee’s official personnel file.

5. EXPECTED CONDUCT

All outside employment will be regarded as secondary to City employment and be conducted so that it does not conflict with the employees’ regular duties and performance with the City. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel for City needs, or refusal to work overtime or different hours. Work must not be performed during the employee’s regular work hours.

No City resources, personnel, or equipment may be used in conjunction with outside employment, unless explicitly authorized in writing by the Department Head and City Administrator, at which point any approved equipment must be used in compliance with City personnel and departmental policies.

Employees on approved FMLA or ADA leave shall not engage in outside employment that is inconsistent with their medical restrictions. Failure to report

outside employment, failure to seek annual renewal, or the unauthorized use of City resources may result in disciplinary action, up to and including dismissal.

6. FAILURE TO REPORT

Failure to report outside employment may be grounds for disciplinary action, up to and including dismissal.

7. DUTY TO MAINTAIN

Employees must submit a new "Outside Employment Approval Request Form" for approval at the start of every calendar year. Furthermore, it is the employee's responsibility to ensure their disclosure remains current; any change in employment status, company, duties, or hours requires submitting an updated request for approval. Human Resources shall maintain a record of all approved and denied requests in the employee's personnel file.

8. APPENDICES

- a. Outside Employment Approval Request Form**



EST. 1955

SPRING VALLEY VILLAGE

Outside Employment Approval Request

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Department: _____ Title: _____

Outside Employer Information

Outside Employer

Self-Employed / Independent Contractor

Employer Name: _____ Employer Phone: () _____

Employer Address: _____
Street City State ZIP

Business Type: _____

Physical Location of Employment: _____
Street City State ZIP

Immediate Supervisor: _____ Supervisor Phone: () _____

Assignment and Duties Required of Outside Employer

Beginning Employment Date: _____

No. of Days per Week: _____ Hours per Day: _____ Total: _____

Workers Compensation Provided by Outside Employer? YES NO

List All Duties Requested of You by Outside Employer:

1. _____
2. _____
3. _____
4. _____
5. _____

Additional Outside Employers

List All Other Current Outside Employers / Work as Independent Contractor:

- | | |
|----------|-----------------------|
| 1. _____ | Hours per Week: _____ |
| 2. _____ | Hours per Week: _____ |
| 3. _____ | Hours per Week: _____ |
| 4. _____ | Hours per Week: _____ |
| 5. _____ | Hours per Week: _____ |

Outside Employment Approval Request (reverse)

Outside Employment Agreement

I certify that I have read the City Policy: Outside Employment.

I understand that any permitted outside employment shall not interfere with my work as a City of Spring Valley Village employee. I acknowledge that my primary duty is to fulfill scheduled departmental work and agree to report fully alert for duty. I further agree that any approval granted for outside employment may be rescinded if a change occurs involving my capability to perform assigned duties or to maintain requirements of the City.

I understand that no City personnel, resources, or equipment may be used in conjunction with outside employment.

I understand that this permission may be rescinded at any time at the discretion of the Department Head and the City Administrator.

Employee: _____ **Date:** _____
Signature

Approvals

Supervisor: _____ **Date:** _____

Request Approved: YES NO

Department Head: _____ **Date:** _____

Request Approved: YES NO

City Administrator: _____ **Date:** _____

Request Approved: YES NO

Renewal

Approval of requests expire on December 31.

If outside employment is to continue from one calendar year to the next, this approval request must be renewed before January 1 of each year.



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE: February 24, 2026
SUBMITTING STAFF: Harrison Nicholson, Finance Director
SUBJECT: **CONSIDERATION AND POSSIBLE ACTION**
CONCERNING: Approval of Village Fire Department FY 26 Budget Amendment

BACKGROUND: The Village Fire Department (VFD) Board unanimously approved an amendment to their FY26 Budget at their January 28, 2026 meeting. The total amount approved is not to exceed \$85,000. The additional funds will be used for improvements and purchases related to a Blocker Apparatus and a Rescue Boat. Spring Valley Village's portion of this amendment will be \$13,812.50.

Spring Valley Village's FY26 budgeted amount for account code 10-20-5628 is currently \$1,720,518. This \$13,812.50 request will increase the total expenditure during FY26 to VFD to \$1,734,331. During the course of the fiscal year, staff will monitor revenue and expenditures and if need be, come back to Council with a fiscal year budget amendment at a later date.

ATTACHMENTS: Village Fire Dept Budget Amend Request_FY26

FUNDING: Cash

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION: City staff have reviewed the Village Fire Department Budget Amendment request and recommend Council vote as they deem appropriate.



Village Fire Department

901 Corbindale Road
Houston, Texas 77024
(713) 468-7941

Budget Amendment 2026-01

To: Gerardo Barrera City of Bunker Hill Village
 Wendy Baimbridge City of Hedwig Village
 Cassie Stephens City of Hilshire Village
 Tom Fullen City of Hunters Creek Village
 Bobby Pennington City of Piney Point Village
 John McDonald City of Spring Valley Village

Cc: Board of Commissioners, Alternates, Village Fire Department
 & Fire Chief Brian Croft

From: Amy Buckert Village Fire Department

Date: January 28, 2026

Re: Budget Amendment 2026-01

During the regular monthly Village Fire Department Board Meeting on January 28, 2026, the Village Fire Department Board of Commissioners unanimously approved a budget amendment to fund the blocker apparatus (Exhibit A) and rescue boat (Exhibit B). The Village Fire Department Board of Commissioners is requesting that the member Cities approve a 2026 budget amendment in an amount not to exceed \$85,000 to facilitate the purchases. This budget amendment will not result in an additional assessment to the member Cities in 2026.

The improvements and purchases are as follows:

- Blocker Apparatus \$70,000
- Rescue Boat \$15,000
- Total \$85,000**

The total requested is divided among each city as listed:

Bunker Hill	19.00%	\$16,150.00
Hedwig	18.50%	\$15,725.00
Hilshire	3.00%	\$2,550.00
Hunters Creek	22.25%	\$18,912.50
Piney Point	21.00%	\$17,850.00
Spring Valley	16.25%	\$13,812.50
Total	100%	\$85,000.00

The total budget amendment of \$85,000.00 will be funded by the 2025 Village Fire Department budget surplus in an amount not to exceed \$85,000. These purchases will be funded out of the Capital Replacement Fund, which will then be reimbursed by the 2025 surplus.

Please put these budget amendments on your earliest agenda for consideration and advise us of your council's action in writing.

Exhibit A:

Blocker Apparatus

The following option is presented not only as a blocker apparatus for motor vehicle accidents but to be used as a multi-purpose vehicle. This model and buildout will allow the fire department to expand our operations during natural disasters. The apparatus will be used for high water rescues during floods and will assist in debris removal with the heavy-duty winch installed. Modifications will be made to outfit the apparatus with a large flat bed with rails to assist in moving citizens to safety. Emergency lights and sirens will be installed upon arrival.

The truck requested in the amendment is a 2002 Stewart & Stevenson M1088A1 MTV 5 ton 6x6.

The photo is the actual truck prior to modifications shown in the computer rendering.

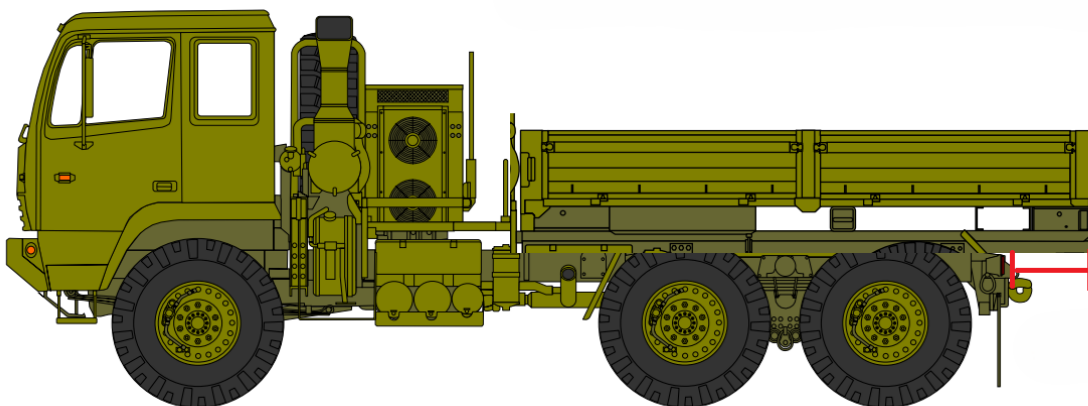


Exhibit B:

Rescue Boat

Our current rescue has been out of service due to unreparable damage. The requested boat is a 14-foot Rescue boat with a 40HP motor to allow for proper rescue of citizens during a flood event and bayou rescue. Below are the boat and motor being requested. This current model matches the standard being used by other agencies including Texas Search and Rescue.





Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 24, 2026
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION</p> <p>CONCERNING: Resolution Number 26-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINED MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.</p>

BACKGROUND:	<p>The City of Spring Valley Village originally entered into an Interlocal Agreement with the Harris County Sheriff's Office in 1991 for housing, supporting, maintaining, and confining municipal prisoners who are confined on Class C misdemeanors. These services are not utilized often; however, it is important for the City to have this Interlocal Agreement in place in case it is needed. The current Interlocal Agreement was approved on January 24, 2023, by Resolution No. 23-01 and expired on February 19, 2026.</p> <p>Approval of this item would authorize the City of Spring Valley Village to compensate Harris County at a rate of \$102.00 per inmate per day pursuant to the interlocal agreement. This rate remains consistent with the original agreement executed in 2023 and does not constitute an increase. This Resolution would approve the Interlocal Agreement with a new termination date of February 20, 2027.</p>
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ATTACHMENTS:	Resolution - 2026 Housing of Prisoners at Harris County Jail, 26-1065 Renewal Interlocal City of Spring Valley Village
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FUNDING:					
Amount	Account No.	Additional	Project No.	Amount	Account

Available	Appropriation Required	Budgeted	Description
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RECOMMENDATION: Staff recommends approval of the Resolution.

RESOLUTION NUMBER 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council of the City of Spring Valley Village, Texas, has before it a proposed Renewal of the Interlocal Agreement by and between Harris County and the City of Spring Valley Village, Texas, for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails (“the Renewal”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Renewal and all related matters, the City Council finds that the City of Spring Valley Village’s best interests are served, desires to approve the terms and conditions of the Renewal and to authorize the Mayor to execute the Renewal on behalf of the City of Spring Valley Village.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Renewal of the Interlocal Agreement by and between Harris County, Texas, and the City of Spring Valley Village, Texas for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails..

Section 3. The City Council also authorizes the Mayor to execute the Renewal on behalf of the City of Spring Valley Village and all other documents in connection therewith.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 24th day of February, 2026.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas



Kimberly J. Williams, JD
Harris County Purchasing Agent

February 02, 2026

SUPPLEMENTAL ITEM

Commissioners Court
Harris County, Texas

RE: Interlocal

Members of Commissioners Court:

Please approve the renewal for the following:

Description: House, Support, Maintain, and Confine or Detain City Prisoners in Harris County Jails

Agency: City of Spring Valley Village

Term: 02/19/2026 - 02/20/2027

Renewal

Options: 3 of 3

Reviewed By: • Harris County Purchasing • Sheriff's Office

Justification: This is a revenue-generating Agreement. City of Spring Valley Village will pay Harris County \$102 per inmate per day.

Sincerely,

Kimberly J. Williams, JD
Purchasing Agent

PL
cc: Agency

FOR INCLUSION ON COMMISSIONERS COURT AGENDA FEBRUARY 12, 2026



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 24, 2026
SUBMITTING STAFF:	Harrison Nicholson, Finance Director
SUBJECT:	Finance Department, to include Quarterly Investment Report

BACKGROUND:	Quarterly Investment Report for 4th Quarter 2025.
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ATTACHMENTS:	4th QTR 25 Investmnet Report PFIA, Investment Report supp#1, CASH AND INVESTMENT RPT Supplemental
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Staff recommends acceptance of the 4th QTR 2025 Investment Report.
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EST. 1955

SPRING VALLEY VILLAGE

MEMORANDUM

In accordance with the Public Funds Investment Act, Chapter 2256.023 of the Government Code, the Investment Officer shall prepare and submit to City Council a quarterly report of investment transactions of all funds for the preceding period.

The City invests cash that is not immediately needed for operations in Certificates of Deposit, Texpool, TexasClass and Securities issued by Agencies of the Federal Government as allowed by the Public Funds Investment Act and the City's Investment Policy.

Portfolio Recap:

- Year-to-Date, The TexPool earned an average yield of 3.9858%
- Year-to-Date, The TexasClass earned an average yield of 3.9093%
- Throughout the quarter, the City's investments earned interest \$198,469.50

Enclosed are details of the City investment transactions for the Quarter that Ended December 31, 2025. This information shows that the beginning market value was \$20,872,832.36 as of September 30, 2025, and the ending market value was \$21,126,816.23 on December 31, 2025.

As of December 31, 2025, the City's cash and investments were as follows:

<u>CASH AND INVESTMENTS</u>	<u>ORIGINAL FACE VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>MARKET % OF PORTFOLIO</u>
Depository Accounts	\$2,530,917.20	\$2,530,917.20	\$2,530,917.20	11.98%
Investment Pool	<u>\$18,595,899.03</u>	<u>\$18,595,899.03</u>	<u>\$18,595,899.03</u>	<u>88.02%</u>
	<u>\$ 21,126,816.23</u>	<u>\$ 21,126,816.23</u>	<u>\$21,126,816.23</u>	<u>100.00%</u>

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of December 31, 2025, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was \$2,316,854.73

Market Value: The City currently holds no investments in which the book value differs from the market value. For all holdings, the book value is equal to the market value.

To the best of my knowledge, this report is in compliance with the investment strategy expressed in the City of Spring Valley Village Investment Policy and with the Texas Public Funds Investment Act, V.T.C.A., Government Code Ch. 2256, as amended

Investment Officer:

Harrison E. Nicholson, Finance Director



EST. 1955

SPRING VALLEY VILLAGE

Quarterly Investment Report Supplemental

2/24/2026

Currently the City's investments are in the pools of Texpool and TexClass. The interest rates for the quarter appear to have calculated in analysts' belief that the Federal Reserve will continue to lower the Fed Rate in 2026 as the Fed Rate has already experienced rate cuts two times in fourth quarter 2025. In the near future we might look at other options, but currently the pools remain a top choice for maximizing interest.

General Fund

The General Fund has remained mostly stable. As normal, during the first quarter of the Fiscal Year expenses outpace revenues, and as a result the fund balance is reduced until the revenues from property taxes are received, with most of the Fiscal Year property tax revenue received during the second quarter of the Fiscal Year. The second and third quarters of the Fiscal Year will typically be the most stable in regard to General Fund balances.

Future projections of the fund balance need to consider the capital plan for street repair which will reduce the fund balance to fund the Capital Improvement Fund. The estimated ending unrestricted fund balance for FY26 is approximately \$9.9 million, and the reserve for 90 days of operations, based on the Fiscal Year 2025-2026 Budget, is approximately \$2.8 million.

Capital Replacement Fund

The Capital Replacement Fund is Stable and has remained stable for the last few fiscal years.

Utilities Fund

The Utilities Fund is currently stable. The invested funds included required funds for Debt Service which is currently \$358,408.47. Future projections of fund balance need to consider the continued increases from the City of Houston and Capital Projects for utility replacements. A rate study is recommended to accommodate this change and maintain the revenues to fund operations at 1.4 times the budgeted expenses and future capital projects. The estimated ending unrestricted fund balance for FY26 is approximately \$7.7 million.

CLFRF Fund

This fund is Coronavirus Local Fiscal Recovery Fund, and all the funds are designated for the Water System Upgrades Project which is in progress. The total balance is expected to fund this project to completion.



EST. 1955

SPRING VALLEY
VILLAGE

CIP Fund

The current fund balance in CIP will be mostly expended in this fiscal year. The main projects for this fiscal year are Brighton Place completion, and the continuation or beginning of Croes, Home Depot Lift Station, Public Works Building, Merlin Ct/Oak Circle, and Wild Oak/Echo Valley/Cavel. The planned future road projects will come for the General Fund/Utility Fund, fund balances or new debt obligations.

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS	FUND TOTAL
<u>10 -GENERAL FUND</u>				
10-00-1001	CASH IN BANK - WELLS FARGO	1,172,832.44		
10-00-1010	PETTY CASH	660.00		
10-00-1030	SAVINGS - CHILD SAFETY		20,416.10	
10-00-1040	SAVING - WELLS FARGO		0.00	
10-00-1043	CASH IN BANK - MUNICIPAL COURT		15,863.87	
10-00-1120	INVESTMENT IN TEXPOOL		2,530,099.32	
10-00-1121	TEXASCLASS		9,582,181.06	
TOTAL 10	-GENERAL FUND	<u>1,173,492.44</u>	<u>12,148,560.35</u>	<u>13,322,052.79</u>
<u>15 -CAPITAL REPLACEMENT FUND</u>				
15-00-1001	CASH IN BANK - WELLS FARGO	187,701.12		
15-00-1120	TEXPOOL		1,419,872.72	
TOTAL 15	-CAPITAL REPLACEMENT FUND	<u>187,701.12</u>	<u>1,419,872.72</u>	<u>1,607,573.84</u>
<u>20 -UTILITIES</u>				
20-00-1001	CASH IN BANK - WELLS FARGO	800,934.83		
20-00-1010	PETTY CASH	200.00		
20-00-1040	BOND RESERVE - WELLS FARGO		358,408.47	
20-00-1120	INVESTMENT IN TEXPOOL		1,357,292.31	
TOTAL 20	-UTILITIES	<u>801,134.83</u>	<u>1,715,700.78</u>	<u>2,516,835.61</u>
<u>26 -CLFRF FUND</u>				
26-00-1001	CASH IN BANK - WELLS FARGO	0.00		
26-00-1121	TEXASCLASS		477,038.69	
TOTAL 26	-CLFRF FUND	<u>0.00</u>	<u>477,038.69</u>	<u>477,038.69</u>
<u>25 -CIP FUND</u>				
25-00-1001	CASH IN BANK - WELLS FARGO	(26,099.63)		
25-00-1002	BONDS - WELLS FARGO	0.00		
25-00-1120	TEXPOOL		0.00	
25-00-1130	TEXAS CLASS - CO BOND		3,229,414.93	
25-00-1140	TEXPOOL - BOND		0.00	
TOTAL 25	-CIP FUND	<u>(26,099.63)</u>	<u>3,229,414.93</u>	<u>3,203,315.30</u>
<hr/>				
TOTAL CASH & INVESTMENTS		<u>2,136,228.76</u>	<u>18,990,587.47</u>	<u>21,126,816.23</u>
		=====	=====	=====

*** END OF REPORT ***



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 24, 2026
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	Police Department

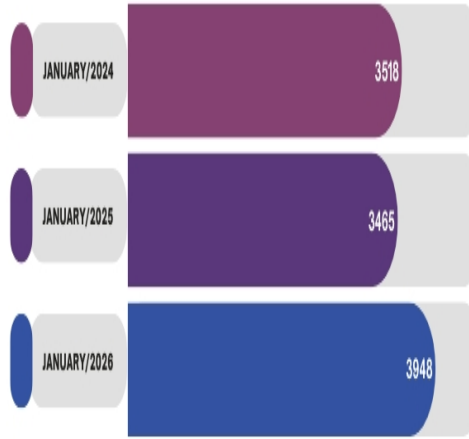
BACKGROUND:

ATTACHMENTS:	Stats By YearMonth, Violations, Calls by Type
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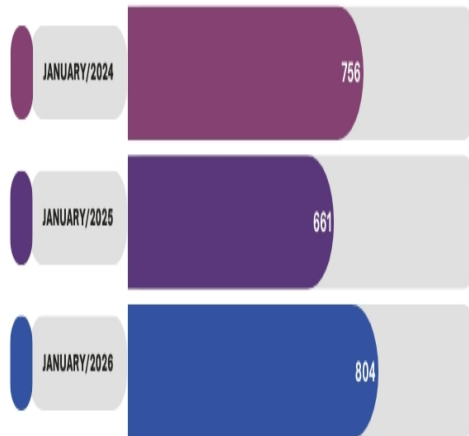
FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:

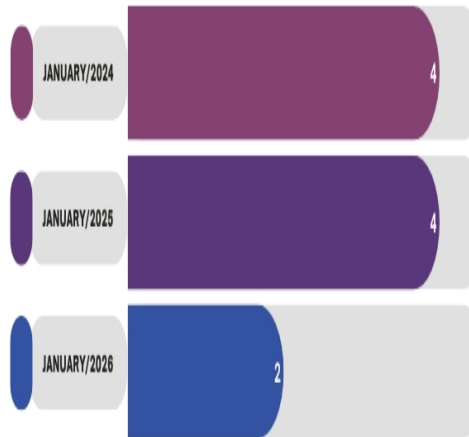
Calls By Month/Year



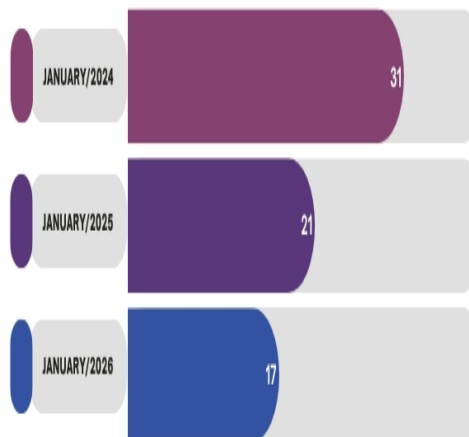
Citations By Month/Year



Arrests By Month/Year



Reports By Month/Year



Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

January 1, 2026 - January 31, 2026

Official: All

Official Assignment:

Type of Stop: All

Stop Result: All

STEP: NONE

CHANGED LANE WHEN UNSAFE	1
CITY ORDINANCE - DOG AT LARGE	1
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	4
CRIMINAL TRESPASSING	2
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	1
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	34
DEFECTIVE HEAD LAMPS	34
DEFECTIVE HEAD LIGHTS	17
DEFECTIVE STOP LAMP(S)	12
DEFECTIVE TAIL LAMP(S)	32
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	4
DISPLAY/ EXPIRED REGISTRATION	189
DISREGARD FLASHING RED SIGNAL (AT STOP SIGN, ETC)	2
DISREGARD LANE CONTROL SIGNAL/DEVICE	2
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	4
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	23
EXPIRED BUYER TAG	3
EXPIRED DRIVERS LICENSE	12
FAIL TO CONTROL SPEED	3
FAIL TO DISPLAY DRIVERS LICENSE	9
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THI..	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	85
FAIL TO REPORT CHANGE OF ADDRESS	5
FAILED TO DIM HEADLIGHTS - FOLLOWING	2
FAILED TO DIM HEADLIGHTS - MEETING	2
FAILED TO DRIVE IN A SINGLE LANE	2
FAILED TO SIGNAL TURN / LANE CHANGE	12
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	11
FAILED TO STOP AT PROPER PLACE (TRAFFIC LIGHT)	1
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	1
FAILED TO YIELD ROW TO EMERGENCY VEHICLE	1
ILLEGAL PASS ON RIGHT	1
ILLEGAL WINDOW TINT	6

Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

January 1, 2026 - January 31, 2026

Official: All
 Official Assignment:
 Type of Stop: All
 Stop Result: All
 STEP: NONE

IMPROPER TURN	5
NO DRIVERS LICENSE	32
NO FRONT LICENSE PLATE	18
NO LICENSE NUMBER PLATES-TRAILER	1
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE ...	2
OPERATE UNREGISTERED MOTOR VEHICLE	10
PARKED IN PROHIBITED AREA	10
PARKING/STANDING WITHIN 15 FEET OF A FIRE HYDRANT	1
PUBLIC INTOXICATION	2
RAN RED LIGHT	6
RAN STOP SIGN	34
SIMPLE ASSAULT	1
SPEEDING (NU)	1
SPEEDING >10% ABOVE POSTED LIMIT	111
SPEEDING IN SCHOOL ZONE	26
TURNED LEFT FROM WRONG LANE	1
TURNED RIGHT TOO WIDE	12
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	1
WRONG LICENSE PLATE OR INSIGNIA	3
WRONG/ALTERED/OBSCURED LICENSE PLATE	6
Grand Total	804

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

01\01\2026
thru 01\31\2026
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	2
6	ACCIDENT	11
145	ACCIDENT - FSGI	4
22	ALARM	22
23	AMBULANCE CALL	14
24	ANIMAL CALL	9
135	BUSINESS CHECK	2,741
48	CITY CREW REPAIRS	2
53	DEBRIS IN ROADWAY	6
60	FIRE CALL	12
68	HOUSE CHECK	341
70	INFORMATION	51
71	INVESTIGATION	3
76	LOUD NOISE	2
159	MOTORIST ASSIST	7
81	OPEN DOOR	1
162	PARKING VIOLATION	1
86	PUBLIC RELATIONS	177
96	SOLICITOR	14
97	SPECIAL ASSIGNMENT	1
99	STALLED VEHICLE	19
103	SUSPICIOUS ACTIVITY	7
104	SUSPICIOUS PERSON	7
105	SUSPICIOUS VEHICLE	14
11	TRAFFIC STOP	452
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	16
116	WATER LEAK	4
117	WELFARE CONCERN	6
	Total	3,948



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 24, 2026
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Gessner Engineering's proposal to provide Professional Engineering Services for the Wild Oak Circle, Cavell Street, and Echo Valley Drive (east and west of Fries Road) Pavement and Utility Improvement Project for a total amount of \$262,925

BACKGROUND:	<p>At the September 24, 2024, council meeting, the City's 2024–2029 Capital Improvement Program (CIP) was adopted by City Council as part of the budget process. The Pavement and Utility Improvement Project for Wild Oak Circle, Cavell Street, and Echo Valley Drive (east and west of Fries Road) was included in the approved CIP plan. Subsequently, at the September 30, 2025, Council Meeting, City Council adopted the Fiscal Year 2026 budget, which included funding for the design of this project.</p> <p>Staff requested Gessner Engineering provide the City with an official proposal for professional engineering services for the Pavement and Utility Improvement Project.</p> <p>The proposed project will comprise:</p> <ul style="list-style-type: none">• Full pavement reconstruction• Evaluation and replacement of storm drainage infrastructure• Evaluation and replacement of sanitary sewer infrastructure• Evaluation and replacement of waterline infrastructure
--------------------	--

Gessner Engineering submitted a proposal dated January 16, 2025, for complete professional engineering services for the Pavement and Utility Improvement Project in the amount of **\$262,925.00**. These services include:

- Preliminary and design phase services
- Surveying and geotechnical services
- Utility coordination and design
- Bid phase services
- Construction phase services

Also included for Council's consideration is the most recent Engineer's Opinion of Probable Construction Cost, which reflects a **total construction cost of \$3,171,221.81** and a **total combined construction and design cost of \$3,434,146.81**, as provided in the accompanying cost estimate spreadsheet.

ATTACHMENTS: 25-0544 City of Spring Valley Village Street Rehabilitation Projects - 1.16.26, EOPCC 1.16.26

FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION: Staff recommends approving Gessner Engineering's Design Proposal.



GESSNER ENGINEERING

01/16/2025

Kristina Watson
City of Spring Valley Village
1025 Campbell Rd
Houston, 77055
713-465-8308
kwatson@springvalleytx.com

Re: Proposal for Professional Services
Proposal Number: 25-0544

Ms. Watson:

Gessner Engineering presents this Agreement to provide engineering and surveying services for the project as described on the following pages. We appreciate the opportunity to provide these services and look forward to being a part of your project team.

Project Details

Project Name:

25-0544 City of Spring Valley
Village - Street Rehabilitation
Projects

Gessner Point of Contact:

Pedro Rico
prico@gessnereng.com
1-877-GESSNER

Submitted Date:

01/16/2025

Project Location:

1025 Campbell Rd
Houston, TX 77055

Valid Through:

4/16/2025

Project Description

This scope of work includes civil engineering, surveying, and geotechnical services for:

- Wild Oak Circle, Cavell Street, Echo Valley Drive (east and west of Fries Road)

The project will involve full street and utility rehabilitation and replacement.

Gessner Engineering will perform topographic surveys with boundary data to establish right-of-way limits. In addition, geotechnical investigations and pavement design recommendations will be provided to support the reconstruction efforts.

Should the scope of services change, Gessner Engineering reserves the right to modify fees accordingly.

Civil, Geotechnical, Survey

Scope of Services

Wild Oak Circle, Cavell Street, Echo Valley Drive (east and west of Fries Road)

Civil Engineering

- Design milestones for owner review will include: 30%, 60%, 90% and 100% /Bidding documents.
- Paving and grading design for full street rehabilitation
- Storm sewer design, to be evaluated for improvements and replacement
- Sanitary sewer, to be evaluated for improvements and replacement
- Waterline, to be evaluated for improvements and replacement
- Coordination with Centerpoint and AT&T for utility conflicts
- Project management during design, bidding and construction administration.
- Tree survey and tree health assessment
- Construction documents anticipated to include:
 - Site Plan
 - Civil Notes
 - Demolition Plan
 - Erosion Control Plan with Details
 - Dimension Control Plan
 - Paving & Joint Plan
 - Grading Plan
 - Drainage Area Maps
 - Utility Plan & Profiles
 - Storm Drainage Plan & Profiles
 - Civil Details
- Project Specifications and Project Manual
- Engineers Cost Estimates at each design milestone
- Construction Administration
 - Responses to questions required for bidding and review of bids.
 - Reviews of shop drawings and submittals.
 - Responses to contractor questions (RFI's) and reviews of changes
 - Biweekly construction administration site visits
 - Review and approval for contractor payment applications
 - Punch walks at the end of construction
 - Creation of record drawings from contractor redlines

Geotechnical Engineering

- Site visit prior to drilling
- Ground Penetrating Radar (GPR) to locate utilities in the vicinity of boring locations as necessary
- Contacting Texas 811 for public utility locates
- Mobilization to the site
- Drilling two (2) borings to a depth of 10 feet, or drill refusal depth, within Wild Oak Circle
- Drilling two (2) borings to a depth of 10 feet, or drill refusal depth, within Cavell Street
- Drilling two (2) borings to a depth of 10 feet, or drill refusal depth, within Echo Valley Drive
- Laboratory testing phase specified for this project
- Project layout with boring location map

Civil, Geotechnical, Survey

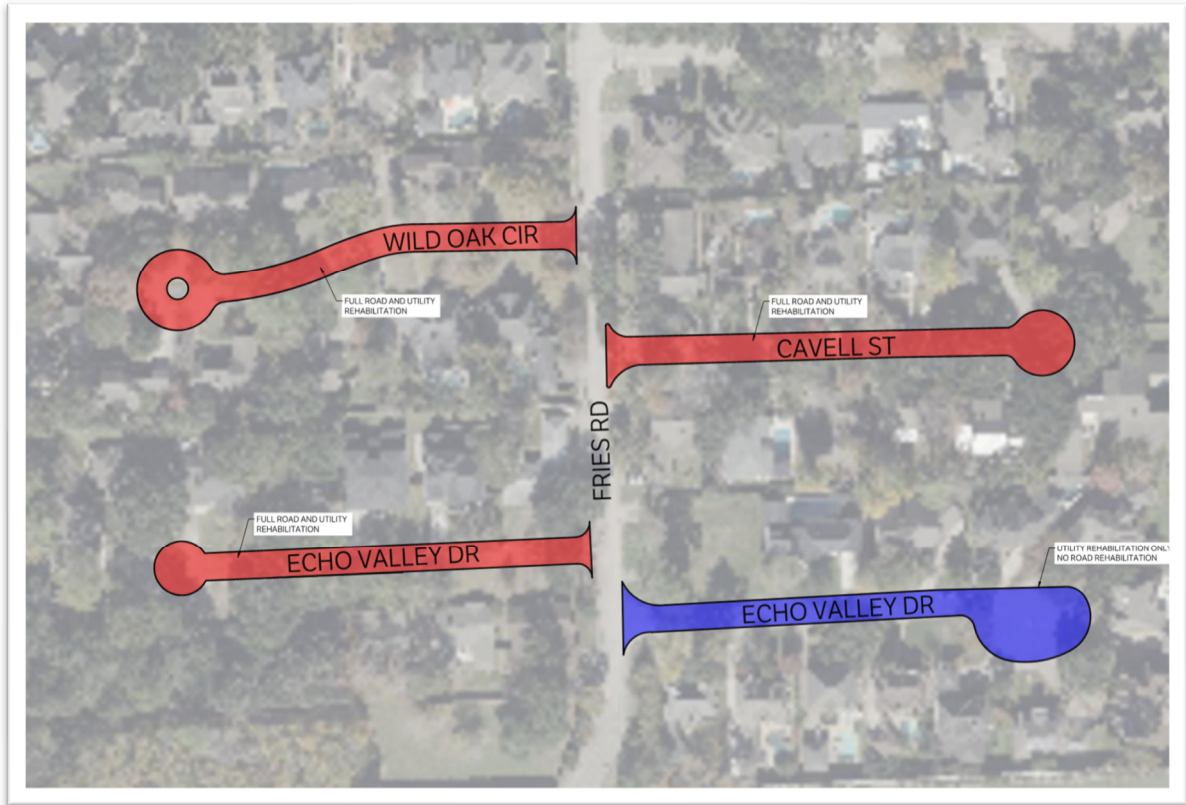
- Logs of borings depicting field and laboratory test results
- Written report providing geotechnical engineering parameters for: site and subgrade preparation and paving recommendations
- Limited construction administration services, which may involve phone calls or meetings to discuss the issued report with the owner or other design consultants, not to exceed one (1) hour of engineering time. Services outside this limit will be invoiced hourly as additional services in accordance with our standard rate schedule
- **Survey**

Topographic Survey

- Contacting Texas 811 for public utility locates
- Mobilization to the site
- Establishing a control network, with horizontal and vertical positions on all major control points
- Location of existing streets, sidewalks, parking areas, buildings, and other surface features
- Identifying utilities (water, sanitary sewer, storm sewer, electric services, communication services) as marked by their respective owners
- Invert measurements of existing storm and sanitary sewer manholes and inlets
- Creation of a topographic surface with observations at a minimum of 50-foot intervals to be shown with 1-foot contours
- A signed, sealed, dated drawing depicting the results of the survey showing elevations or relief by contours or grid plotted elevations, with relevant features or improvements on the site
- Deliverable package containing signed, sealed and dated PDF, .ascii, .auf, survey .dwg, contours .dwg and surface .dwg files via email or drop box
- Location of specific boundary monumentation to adequately determine property/boundary lines
- Title report to supplement research to facilitate identification of any encumbrances, protrusions, potential encroachments, etc.

Boundary Survey

- Coordination to obtain permission to enter subject property
- Mobilization to the site
- Location of existing corners of the subject property
- Calculations to determine boundary
- Re-establish property corners where necessary
- A signed, sealed, dated drawing depicting the results of the survey showing relevant features or improvements on the site
- Deliverable PDF of signed and sealed survey via email or drop box



Survey Topo Limits (red and blue areas ROW to ROW)

Exclusions

General

- Redesign or modifications caused by owner changes that negate work completed.
- Redesign or modifications associated with "Value Engineering" (VE) suggestions that negate work completed.
- Contract administration
- Opinions of probable construction costs or cost estimating services.
- Changes or corrections due to errors or omissions by the General Contractor.
- Continuous or detailed field reviews during construction (ie: special inspections).
- Additional site visits beyond those listed.
- Locating existing utilities
- Service during construction other than described within this proposal.

Geotechnical Engineering

- Site clearing or staking
- Site access for unusually soft, hard, steep or wet surfaces, as well as sites with narrow or otherwise difficult access points
- Drilling outside of standard business hours
- Standby time for sites not prepared or available
- Off-site material to backfill boring holes
- Repair to landscape or finishes due to drill rig access
- Traffic control plan and any corresponding signage
- Groundwater studies beyond boring observations
- Environmental testing or sampling of hazardous materials
- Development of parameters for facilities beyond the scope of geotechnical work
- Geotechnical recommendations for location other than the location(s) specified in this proposal
- Settlement analysis and global stability analysis
- Retaining wall, pool, pond, post-tension foundation system, and pier and beam foundation system construction and design recommendations
- Pavement design
- Foundation recommendation and foundation design
- On-site observations of foundation installation
- Construction materials testing

Civil, Geotechnical, Survey

Project Fees

Listed below is the lump sum base fee for each discipline of work inclusive of expenses. If the project is abandoned prior to completion of the design, the fee shall be due on the date the project is abandoned and shall be based upon the percentage of services performed. Gessner Engineering shall not commence Services until receipt of the signed proposal.

Wild Oak Circle, Cavell Street, Echo Valley Drive (east and west of Fries Road)

Geotechnical Engineering	\$11,000
Civil Engineering	\$210,000
Survey	\$18,000
Tree Survey and Health Assessment	\$7,700
Utility Scanning – Ground Penetrating Radar	\$16,225
Total Fee	\$262,925

Civil, Geotechnical, Survey

Billing and Payment Terms

Invoicing will take place monthly or at completion/imminent completion of a phase/project. Monthly billing may include partial billing of a particular phase, as determined by review of the percent complete for that phase/project.

This is a lump sum contract. Unless written notification of cancellation is received, all phases will be fully billed and payment due in full. Should the Client notify of cancellation, the unbilled effort in the active phase of the project shall be billed. Additionally, 10% of the active phase, but not less than \$350 shall be billed as "Project Closeout" for administrative costs. If no active phase has begun, this shall apply to the next phase in the project contract.

Fees for Civil Engineering services will be distributed per the following schedule. Fees for Geotechnical Engineering and Surveying services will be invoiced at milestone completion intervals that may not coincide with this schedule.

Schematic Design	15%
Design Development ¹	20%
Construction Documents	40%
Bid and Negotiation	5%
Construction Administration ²	20%

Footnotes

1 Appreciable changes to the design following the design development phase may result in additional fees

2 This phase involves a number of aspects beyond the control of the Gessner Engineering, and as such the provided fee for this phase is an estimate. Our effort is limited by the budget, and we may not be able to provide the entirety of the planned scope at the provided fee. Work requested beyond the budgeted amount will only proceed with prior approval by the Client and billed on a time and expense basis in accordance with the additional services scope of this agreement.

Approved additional services will be invoiced at the hourly rates shown below plus reimbursable expenses unless a lump sum fee is negotiated:

Principal / Partner	\$300.00
Senior Engineer	\$250.00
Professional Engineer	\$200.00
Graduate Engineer II	\$150.00
Graduate Engineer I	\$125.00
Designer	\$125.00
Draftsman	\$125.00
Clerical	\$90.00
Drilling Manager	\$125.00
Registered Professional Land Surveyor	\$200.00
Surveyor-in-Training	\$125.00
Senior Survey Technician	\$150.00
Survey Field Crew	\$110.00/person
Survey Technician	\$120.00
Construction Inspector	\$125.00
Senior Technician	\$95.00
Senior Technician (Weekend/Holiday)	\$145.00
Technician	\$80.00
Technician (Weekend/Holiday)	\$120.00

Civil, Geotechnical, Survey

Agreement

Please indicate your acceptance of this proposal by signing a copy of this proposal and returning it to us. Return receipt of a signed proposal shall provide authorization for Gessner Engineering to proceed with our services.

Sincerely,

Johanna Gessner
Chief Executive Officer
GESSNER ENGINEERING, F-7451; 10194599

By: _____
Signature Date

Kristina Watson
Public Works Director
City of Spring Valley Village

Terms and Conditions

I. DEFINITION OF TERMS

- A. Agreement – The Agreement Letter, these Terms and Conditions, and any other attachments will be referred collectively as the “Agreement” between the Client and the Engineer.
- B. Agreement Letter – The letter which identifies the parties to this Agreement and describes the Project.
- C. Client – The person or entity named as Client in the Agreement Letter.
- D. Contract Documents – The drawings, specifications, addenda, and change orders that define the Project.
- E. Engineer – Gessner Engineering, LLC.
- F. Hazardous Materials – Any substances, including but not limited to asbestos; toxic materials; toxic or hazardous waste; PCBs; pollutants including any solid, liquid, gaseous, thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste; mold, mildew, or other microbial growth; combustible gases and materials; petroleum or radioactive materials (as each of these is defined in applicable federal statutes); or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- G. Owner – The person or entity, if any, named as the Owner in the Agreement Letter. If no Owner is named, the Client is the Owner.
- H. Project – The completed installation defined by the Contract Documents including the design, all as described in the Agreement Letter.
- I. Services – Those engineering services provided by the Engineer in connection with the Project. Such Services consist of both Basic Services and Additional Services as described in the Agreement Letter. It is clearly understood the Engineer is providing professional services only and is not providing any product(s).
- J. Special Consultants – Consultants in specialized fields outside of Engineer’s area of expertise who are retained through the Engineer or directly by the Client or Owner to provide various services such as, but not limited to, testing, surveying, traffic studies, value engineering etc. The use of Special Consultants is subject to the acceptance by the Engineer and to the Client’s written approval.
- K. Work – All work performed in connection with the Project other than Services performed by the Engineer. Work is the portion of the Project that is the responsibility of the contractor.

II. ENGINEER’S RESPONSIBILITIES

- A. Standard of Care – Engineer represents that it will render Services under this Agreement in a professional manner in accordance with generally accepted professional practices using reasonable care and skill consistent with that ordinarily exercised by members of its profession under similar conditions of time and locale. Except as expressly provided for in this Paragraph, Engineer shall not be liable for a breach of the Standard of Care set forth in this Paragraph unless Client gives written notice of the defective Services, reasonably described, to Engineer within fourteen (14) business days of the time when Client (or Client’s contractors or subcontractors) discovers or should have discovered that the Services were in breach of the Standard of Care, but in no event shall notice be given more than one year after the completion of services. If the Engineer received timely notice as herein required, Engineer shall, in its sole discretion, either (i) repair or re-perform such Services (or the defective part), or (ii) credit or refund the price paid to Engineer that is attributable to such defective Services. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE CLIENT’S SOLE AND EXCLUSIVE REMEDY AND ENGINEER’S ENTIRE LIABILITY FOR ANY BREACH OF THE STANDARD OF CARE SET FORTH IN THIS PARAGRAPH. Failure by the Client to notify the Engineer of such defects shall relieve the Engineer of the costs of remedying such defects above the sum such remedy would have cost had prompt notification been given when such defects were discovered.
- B. Excluded Services – Engineer will not obligate itself to provide any Services which, in the Engineer’s professional opinion, are outside its area of expertise or are in violation of applicable codes or regulations.
- C. Job Site Visits – Engineer will only make site visits as required by the Contract Documents.

Civil, Geotechnical, Survey

III. CLIENT'S RESPONSIBILITIES

A. Access to Site – Client will furnish or obtain full and free access to all property as necessary for the performance of Engineer's Services under this Agreement.

B. Permits and Approvals – Client will furnish permits and approvals from all governmental authorities having jurisdiction over any portion of the Project and from others as may be necessary for completion of the Project.

C. Design Criteria – Client will timely furnish detailed information, design criteria, drawings, specifications, construction standards, and full information as to Client's requirements for the Project. Failure to provide such information or documentation when requested may result in the delay of the Project.

D. Reviews and Authorizations – Client shall receive and examine documents submitted by Engineer, interpret, and define Client's policies and promptly render decisions and authorizations in writing to prevent unreasonable delay in the progress of Engineer's Services.

E. Documents and Information - Failure by Client to timely deliver will result in additional charge and timely delivery of project deliverables. The following items are to be provided by the Client for each applicable phase:

ACCOUNTING

- Billing contacts (name, email address, mailing address)
- Invoice instructions
- Approval of invoice format
- Change order format

GEOTECHNICAL ENGINEERING:

- Accessible site
- Location of utilities
- Site plan

STRUCTURAL ENGINEERING:

- Architectural backgrounds for our use
- If available, Revit® files or CAD files. If construction documents are hand drawn or digital files are not available, full size to-scale drawings shall be provided
- A geotechnical report, if not to be provided as part of this agreement
- Metal building loads and connection information from proprietary structural systems or systems to be provided by others (applicable for metal buildings only)
- Project title block (if no title block is provided, Gessner Engineering will prepare documents on our title block)
- All non-standard AutoCAD font files in .SHX format
- Final printing and distribution of Specifications and Construction Documents

CIVIL ENGINEERING:

- Digital backgrounds in AutoCAD or REVIT format. If construction documents are hand drawn or digital files are not available, full size to-scale drawings shall be provided
- Project title block (if no title block is provided Gessner Engineering will prepare documents on our title block)
- All non-standard AutoCAD font files .SHX format
- A complete set of construction documents
- Topographical Survey of the site including all topographical information, existing utilities, and other existing improvements in AutoCAD format, if not to be provided as part of this agreement
- Utility load data for proposed water and sanitary sewer needs for the proposed building(s)

Civil, Geotechnical, Survey**FORENSIC INVESTIGATIONS:**

- Access to facility
- If available, existing building plans, construction test reports and inspections, previous forensic inspection reports, available repair history, and any other information relevant to the inspection.

SURVEYING SERVICES:

- When applicable, title commitment
- When applicable, CAD file

F. Client's Consultants – It is understood and agreed that the Client may contract directly with other consultants to provide other services for the Project. The Client agrees that Engineer shall have no responsibility or liability for any portion of the Project designed by other consultants engaged by the Client or by Special Consultants retained through the Engineer for the Client's convenience. The Engineer shall not be required to check or verify contract documents or reports provided by such other consultants or Special Consultants and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents or reports with applicable laws, codes, statues, ordinances, and regulations.

G. Confidential Information – All non-public, confidential, or proprietary information of Engineer, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Engineer to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without the prior written consent of Engineer. Confidential Information does not include information that is (i) in the public domain, (ii) known by Client at the time of disclosure, or (iii) rightfully obtained by Client on a non-confidential basis from a third party. Client agrees to use the Confidential Information only in connection with Engineer's provision of Services. Engineer shall be entitled to injunctive relief for any violation of this Paragraph.

H. Insurance - Represents and warrants that all other consultants and design professionals will be required to have or obtain professional liability and general liability insurance. Client indemnifies and holds the Engineer harmless for failure to do so.

IV. PAYMENTS TO ENGINEER

A. Time of Payment – Payments to the Engineer shall be made within 30 days following receipt of Engineer's invoice. The invoice will be based upon the proportion of the Engineer's Services completed during the invoice period, or upon time spent when fees are on an hourly basis (but shall not be due to the Engineer before and unless payments are received by the Client from the Owner for the portion of the Services completed by the Engineer). The Client shall promptly forward Engineer's invoices to Owner for payment and shall then exert all reasonable and diligent effort to collect prompt payment from the Owner.

B. Late Payment – Client agrees to pay Engineer interest on all amounts past due at a rate of 1.5% per month, subject to maximum legal limits. Any amount paid in excess of maximum legal limits shall be automatically applied to reduce the principal owed by Client. In addition to any amount due and any applicable interest, Client agrees to pay Engineer all reasonable collection and attorney's fees, court costs and other expenses including reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed according to the Engineer's prevailing fee schedule and expense policies. Engineer reserves the right to discontinue all current work if any invoice is not paid within 30 days of receipt. If Client has any invoices more than 60 days past due, all of Client's invoices must be paid in full prior to document submission on the Project.

C. Reimbursable Expenses – Expenses payable on a client's behalf to a third party shall be paid directly to the third party or to the Engineer prior to the Engineer engaging the third party to perform work on behalf of the client.

Civil, Geotechnical, Survey**V. DOCUMENTS**

A. Ownership – All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property Rights”) in and to all documents, including, without limitation, drawings, specifications, computer files, electronic media, field data, engineering calculations, notes, and other documents, and instruments prepared or furnished by Engineer to Client pursuant to this Agreement (collectively, the “Deliverables”) shall be owned by the Engineer. Engineer shall retain all common law, statutory and other reserved rights, in the Deliverables. Whether or not the Project is completed, but subject to the provisions of this Article, all such Deliverables are instruments of professional service only and Engineer is not providing any product. The Client may retain copies of all Deliverables upon completion of Services and payment in full of all monies due to Engineer. Such Deliverables are not intended or represented to be suitable for reuse on extensions of the Project or on any other project, and Client agrees not to use such Deliverables documents for any other purpose.

B. Unauthorized Changes – The Engineer shall have no liability to the Client or others for changes made to the Engineer’s documents or to the Project by the Client without the Engineer’s prior written approval.

VI. DISCLAIMER OF WARRANTIES

ENGINEER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) WARRANTY OF TITLE; OR (D) WARRANTY PROPOSAL FOR PROFESSIONAL SERVICES - ATTACHMENT B AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

VII. LIABILITY LIMITATION

A. Engineer shall have no responsibility or liability to Client or to others for acts or omissions of the contractor or any other persons (including, without limitation, Client and/or Owner) performing Work on the Project; or for construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions, in connection with the Work; or for contractor’s or any other person’s (including, without limitation, Client’s and/or Owner’s) failure to carry out the Work in accordance with drawings and specifications prepared by Engineer; or for acceptance by the Client, its agents, subcontractors, or employees, of materials, equipment and/or workmanship over the objection of Engineer, its agents or employees if such materials, equipment or workmanship in question have been rejected in writing by Engineer, prior to the inclusion of same in the Project, and Client shall notify Engineer in writing before any Work is accepted on behalf of Client or Owner without prior written approval of Engineer so that Engineer may timely object to such acceptance; or for any other reason beyond the warranty of the use of reasonable professional skills in execution of the Services described in Paragraph II(A) above. Furthermore, Engineer shall not be responsible or liable for any defects or omissions in the Project or Work resulting from any deviation from Engineer’s Contract Documents or recommendations; for any defects or omissions by any persons or entities responsible for performing any of the Work for any portion of the Project; or for any claims related to increased costs within the contingency resulting from changes described below. IN NO EVENT SHALL ENGINEER BE LIABLE TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE OR FRAUD), STRICT LIABILITY OR STATUTORY LIABILITY OR ANY OTHER CAUSE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ENGINEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ENGINEER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE OR FRAUD), STRICT LIABILITY OR STATUTORY LIABILITY OR ANY OTHER CAUSE, EXCEED THE AGGREGATE AMOUNTS PAID TO ENGINEER PURSUANT TO THIS AGREEMENT.

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B. No Personal Liability - Client and Engineer agree the representations and undertakings set forth in this Agreement are not made or intended as personal by their respective shareholders, officers, directors, members, managers, employees, and no personal liability is assumed by, nor may at any time be asserted against, any of them personally, all such liability, if any, being expressly waived or released by the Parties. The Parties agree claims, if any, will be brought against the business entities that are the Parties to this Agreement.

C. Safety – Engineer has not been retained or compensated to provide design and construction review services relating to the contractor’s safety precautions or to the means, methods, techniques, sequences, or procedures required for the contractor to perform his Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Client agrees that the general contractor shall be solely responsible for job site safety, and warrants that this intent shall be carried out in the Client’s contract with the contractor. The Client also agrees that, as a condition to the Client’s contract with the contractor, the Engineer shall be indemnified by the contractor and shall be made an additional insured under the contractor’s general liability insurance policies.

VIII. INDEMNIFICATION

The Client and the Owner shall, jointly and severally indemnify and hold harmless Engineer from any and all damages, liabilities, cost and expenses, including reasonable attorney’s fees arising out of or connected in any way with any breach by Owner or Client of this Agreement; any services performed by any Special Consultants or any of Client’s other consultants; any acts or omissions of any person or entity performing any portion of the Work; any cause of action by any person or entity performing any portion of the Work based on Engineer’s good-faith recommendation to reject or accept any portion of such Work; acceptance of any Work which Engineer has recommended in writing be rejected; the detection, presence, handling, removal, abatement or disposal of any Hazardous Materials, which may, at any time, be in, on, about, or adjacent to the Project site WHETHER SUCH LIABILITY RELATED TO THE HAZARDOUS MATERIALS ARISES UNDER BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE OR FRAUD, STRICT LIABILITY OR STATUTORY LIABILITY OR ANY OTHER CAUSE, EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ENGINEER. Because remodeling and/or rehabilitation of existing facilities requires the Engineer to make assumptions regarding existing conditions which may not be verifiable without the Client or Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the facilities, the Client and Owner agree, to indemnify and hold harmless the Engineer against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, arising out of or in any way connected with the Project, excepting only those damages, liabilities or cost attributable to the gross negligence and willful misconduct by the Engineer.

IX. HAZARDOUS MATERIALS

It is understood and agreed that in seeking the Services of the Engineer under this Agreement, the Client is requesting the Engineer to perform the Services for the Client’s benefit. Both parties agree that the Engineer has not been retained or compensated to provide any services related to the presence of any Hazardous Materials.

X. TERMINATION

This Agreement may be terminated by either party for any reason by sending written notice to the other party. Such termination shall be effective seven (7) days after notice is received. Within seven (7) days of termination of the Agreement, Engineer will send a statement of account and final invoice to Client for Engineer’s Services rendered. Client shall pay Engineer the amount set forth in the final invoice which will be equal to the sum of the following amounts which have not been paid prior to the date of the final invoice: (i) compensation for Basic Services performed for any part of the Project, plus (ii) additional compensation for Additional Services rendered, plus (iii) reimbursement for reimbursable expenses incurred by Engineer, plus (iv) Special Consultant fees incurred by Engineer, plus (v) any outstanding interest in accordance with Paragraph IV(B) hereof.

XI. MISCELLANEOUS PROVISIONS

A. Assignment of Rights – Neither Client nor Engineer shall assign or transfer all or any portion of its interest in this Agreement without the prior written consent of the other. Subject to the preceding sentence, this Agreement shall inure to the benefit of and shall be binding upon the successors, permitted assigns and legal representatives of each

Civil, Geotechnical, Survey

party. Subcontracting to Special Consultants normally contemplated by the Engineer shall not be considered an assignment for purposes of this Agreement.

B. Entire Agreement – This Agreement represents the entire and integrated Agreement between Client and Engineer and supersedes all prior

negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer. These Terms and Conditions shall prevail over any of Client's general terms and conditions regardless of whether or when Client has submitted its request for proposal, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms and Conditions. CLIENT WARRANTS AND

ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY LEGAL DUTY, IF ONE EXISTS (CONTRACTUAL, STATUTORY, AT COMMON LAW, FIDUCIARY, ARISING OUT OF THE RELATIONSHIP AMONG AND BETWEEN THE PARTIES, OR OTHERWISE), ON THE PART OF ENGINEER TO DISCLOSE ANY INFORMATION IN CONNECTION WITH FACTS UNDERLYING THE TERMS OF THIS AGREEMENT OR THE EXECUTION OF THIS AGREEMENT; IT BEING EXPRESSLY UNDERSTOOD, ACKNOWLEDGED, AND AGREED BY THE CLIENT THAT IT SHALL NEVER ASSERT ANY FAILURE TO DISCLOSE INFORMATION ON THE PART OF ENGINEER AS A GROUND FOR CHALLENGING THIS AGREEMENT.

C. No Arbitration Required - Notwithstanding any provisions set forth in the Agreement Letter, Contract Documents, or these Terms and Conditions, the parties will not be required to arbitrate disputes arising under the Agreement or in connection with any transactions or Services undertaken pursuant thereto.

D. Waiver – No waiver by either party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

E. Betterment – If not due to the Engineer's negligence, a required item or component of the Project is omitted from the Contract documents, the Engineer shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Contract Documents. In no event will the Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

F. Interpretation – LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES FOR THIS AGREEMENT ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND SHALL APPLY TO ALL LEGAL THEORIES OR RECOVERY, INCLUDING BREACH OF CONTRACT OR WARRANTY, BREACH OF FIDUCIARY DUTY, TORT (INCLUDING NEGLIGENCE OR FRAUD), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION, PROVIDED THAT THESE LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES WILL NOT APPLY TO ANY LOSSES OR DAMAGES THAT MAY BE FOUND BY A TRIER OF FACT TO HAVE BEEN CAUSED BY THE ENGINEER'S GROSS NEGLIGENCE OR THE ENGINEER'S WILLFUL MISCONDUCT. The Parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant. The term "Parties", for purposes of this Paragraph only, means the Client and the Engineer, and their officers, directors, partners, employees, subcontractors, and Special Consultants.

G. Force Majeure – Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, fires, riots, natural disasters, strikes, lockouts, or other labor disputes (whether or not relating to either party's workforce), accidents, governmental actions, war, invasions or hostilities (whether war is or not), terrorist threats or acts, or other civil unrest, national emergencies, revolutions, insurrections, epidemics, or restraints or delays affecting carriers, telecommunication breakdowns or power outages or any other events beyond the reasonable control of the other party, its employees or agents.

H. Severability – In the event any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be struck, and the remaining provisions shall be valid and binding upon the parties.

I. Relationship of the Parties – The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, fiduciary, joint venture or other

Civil, Geotechnical, Survey

form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

J. Survival – Notwithstanding completion or termination of this Agreement for any reason, all rights, duties, and obligations of the parties, including all limitations of liability, indemnifications, warranties, disclaimer of warranties, and representations, shall survive such completion or termination and remain in full force and effect until fulfilled.

K. Cost Estimates – Any opinion of the construction cost prepared by Engineer represents its best judgment as a design professional familiar with site, geotechnical and structural work and is supplied for the general guidance of Client. Since Engineer has no control over cost of labor and materials, over competitive bidding, or other market conditions, Engineer makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Engineer's opinion of probable construction cost. Further, the Owner and the Engineer agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the Contract Documents prepared by the Engineer and therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount as a contingency to be used, as required, to pay for any such increased costs and changes.

L. Instructions to Contractor – Engineer's instructions to the contractor(s) shall be issued in writing through the Client unless otherwise mutually agreed.

M. Titles – The Paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

N. Third-Party Beneficiaries – Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's Services under this Agreement are being performed solely for the Client's benefit, and no party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of Services hereunder. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, Special Consultants, other consultants of the Client vendors and other entities involved in this Project to carry out the intent of this provision.

O. Renegotiation – Lump sum and not-to-exceed Agreements will be subject to renegotiation at the Engineer's discretion if the duration of the Project is more than twenty-four (24) months.

P. Governing Law – The Agreement and all matters arising out of or relating to the Agreement are governed by, and are to be construed in accordance with, the laws of the State of Texas, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

Q. No Representation - THE CLIENT FURTHER WARRANTS AND ACKNOWLEDGES IT HAS BEEN GIVEN A REASONABLE PERIOD OF TIME TO CONSIDER THE AGREEMENT AND HAS THOROUGHLY REVIEWED EACH DOCUMENT AND HAS AGREED TO THE TERMS WITH THE ADVICE AND COUNSEL OF ITS ATTORNEY. CLIENT REPRESENTS AND WARRANTS THAT IN EXECUTING THE AGREEMENT IT DID NOT RELY AND HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT MADE BY ENGINEER OR ANY OF ITS AGENTS, REPRESENTATIVES, OR ATTORNEYS, WITH REGARD TO (1) THE SUBJECT MATTER OR EFFECT OF THE AGREEMENT, OR (2) ANY OTHER FACTS OR ISSUES WHICH MIGHT BE DEEMED MATERIAL TO ITS DECISION TO ENTER INTO THE AGREEMENT, OTHER THAN AS SPECIFICALLY STATED IN THE AGREEMENT.



Engineer's Opinion of Probable Construction Cost
 Roadway, Utility, and Drainage Improvements
 Gessner Engineering, LLC



GE Job #: 25-0554

General Items		
Item #	PROJECT	TOTAL
100	Echo Valley Drive (West)	\$ 834,328.69
101	Echo Valley Drive (East)	\$ 721,164.94
102	Cavell Street	\$ 804,213.38
103	Wild Oak Circle	\$ 811,514.81
	Total Construction Cost	\$ 3,171,221.81
	Design Fees	
	Geotechnical Engineering	\$ 11,000.00
	Topographical Survey and Boundary	\$ 18,000.00
	Tree survey and Utility Scanning	\$ 23,925.00
	Civil Engineering Design	\$ 210,000.00
	TOTAL CONSTRUCTION COST AND DESIGN FEES	\$ 3,434,146.81



Engineer's Opinion of Probable Construction Cost
Echo Valley Dr (West)
Roadway, Utility, and Drainage Improvements
Gessner Engineering, LLC



GE Job #: 25-0554

General Items

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
100	Mobilization, Bonds, and Insurance	1	LS	\$ 31,783.95	\$ 31,783.95
101	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
102	Sodding Up to R.O.W. (St. Augustine or Zoysia)	1,541	SY	\$ 8.00	\$ 12,328.00
103	Erosion Control (Permitting, Maintenance, Inspections, Reporting, and All Measures Shown on Plans)	1	LS	\$ 4,000.00	\$ 4,000.00
104	Tree Protection, Complete in Place	1	LS	\$ 4,000.00	\$ 4,000.00
105	Relocate, Replace, or Repair Private Irrigation Systems Located within the ROW, for Each Lot Disturbed, Complete-in-Place	14	EA	\$ 700.00	\$ 9,800.00
106	Temporary Asphalt For Traffic Control and removal	305	SY	\$ 85.00	\$ 25,925.00
107	Temporary Crushed Limestone Driveways, Remove After Construction	14	EA	\$ 750.00	\$ 10,500.00
Sub Total - General Items					\$ 108,336.95

Demolition

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
200	Remove & Dispose of Existing Roadway Concrete Pavement and Base Material	1,497	SY	\$ 15.00	\$ 22,455.00
201	Remove & Dispose of Existing Driveways and Base material	550	SY	\$ 15.00	\$ 8,250.00
202	Remove & Dispose of Existing Sidewalk	83	SY	\$ 10.00	\$ 830.00
203	Existing Light Poles to be Transported to and from the City of Spring Valley Public Works Yard, After Removal from CenterPoint Energy	4	EA	\$ 1,000.00	\$ 4,000.00
204	Existing Street/Stop Sign to be Salvaged and Reinstalled	2	EA	\$ 500.00	\$ 1,000.00
205	Existing 5' Curb Inlet to be Removed & Disposed	2	EA	\$ 1,000.00	\$ 2,000.00
206	Remove & Dispose of Existing Trees (Size: 5-14")	2	EA	\$ 1,500.00	\$ 3,000.00
207	Remove & Dipose of Existing Water Meter Vault Boxes and existing services lines	14	EA	\$ 75.00	\$ 1,050.00
208	Cap Existing Waterline	2	EA	\$ 700.00	\$ 1,400.00
209	Remove & Dispose Existing 6" Gate Valve & Box	2	EA	\$ 450.00	\$ 900.00

210	Demolition of Existing Sanitary Manhole	2	EA	\$ 1,250.00	\$ 2,500.00
211	Remove/Abandon Existing Water Line	550	LF	\$ 10.00	\$ 5,500.00
212	Remove Existing Sanitary Sewer Line	550	LF	\$ 10.00	\$ 5,500.00
213	Remove & Dispose Existing Fire Hydrant	1	EA	\$ 1,000.00	\$ 1,000.00
Sub Total - Demolition					\$ 59,385.00
Pavement and Earthwork					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
300	Earthwork - Cut to Fill, to Design Grades (In Place)	100	CY	\$ 15.00	\$ 1,500.00
301	Earthwork - Cut to Haul to Design Grades (In Place)	750	CY	\$ 20.00	\$ 15,000.00
302	6" lime stabilization and compaction	1,718	SY	\$ 12.00	\$ 20,616.00
303	6" Concrete Pavement for Roadway, Complete in Place	1,500	SY	\$ 100.00	\$ 150,000.00
304	6" Concrete Pavement for Driveways, Complete in Place	550	SY	\$ 80.00	\$ 44,000.00
305	4" Concrete Sidewalk, Complete in Place	83	SY	\$ 60.00	\$ 4,980.00
306	4"x12" Laydown Curb, Complete in Place	650	LF	\$ 10.00	\$ 6,500.00
307	Raised Reflective Pavement Markers (double-sided) (TY II-C-R) (blue) at Fire Hydrant Locations	2	EA	\$ 150.00	\$ 300.00
308	Thermoplastic Pavement Markings, (24" Wide, Type I Solid White)	15	LF	\$ 14.00	\$ 210.00
309	6" Concrete Curb, Complete in Place (Including Transition From 4" Laydown Curb)	85	LF	\$ 13.00	\$ 1,105.00
Sub Total - Pavement and Earth Work					\$ 244,211.00
Storm and Drainage					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
400	6" PVC, Complete in Place	100	LF	\$ 45.00	\$ 4,500.00
401	24" RCP Type III (Structural Backfill), Complete in Place	175	LF	\$ 150.00	\$ 26,250.00
402	5' Curb Inlet, Type BB, Complete in Place	4	EA	\$ 6,000.00	\$ 24,000.00
Sub Total - Storm and Drainage					\$ 54,750.00
Water					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
500	Cut, Plug, and Abandon Existing 6" PVC Waterline	2	EA	\$ 1,500.00	\$ 3,000.00
501	6" PVC C-900 DR 18 Waterline, Complete in Place (Structural Backfill)	550	LF	\$ 79.00	\$ 43,450.00
502	6" x 6" Tee, complete in place	2	EA	\$ 815.00	\$ 1,630.00
503	6" Gate Valve & Box, complete in place	3	EA	\$ 2,500.00	\$ 7,500.00
504	6" 45° Bend, complete in place	5	EA	\$ 500.00	\$ 2,500.00

505	Standard Fire Hydrant Assembly, complete in place with Integral Storz Connection	2	EA	\$ 6,500.00	\$ 13,000.00
506	Waterline Short Service Reconnection to New Meter Vault (2 - 1" Taps), complete in place	7	EA	\$ 1,800.00	\$ 12,600.00
507	Waterline Long Service Reconnection to New Water Vault (1 - 2" Tap), complete in place	7	EA	\$ 2,800.00	\$ 19,600.00
508	New Water Meter Vault w/ Removal of Existing Vaults, sized for two meters	14	EA	\$ 450.00	\$ 6,300.00
509	Connect to Existing 6" PVC Waterline	1	EA	\$ 2,000.00	\$ 2,000.00
Sub Total - Water					\$ 111,580.00
Sanitary					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
600	8" PVC, SDR-26 Sanitary Sewer, Complete in Place by Open Cut	450	LF	\$ 118.00	\$ 53,100.00
601	4' ID Sanitary Sewer Manhole, Complete in Place	2	EA	\$ 5,000.00	\$ 10,000.00
602	4" Sanitary Short Service Connection, Provide Cleanout at R.O.W.	7	EA	\$ 1,300.00	\$ 9,100.00
603	4" Sanitary Long Service Connection, Provide Cleanout at R.O.W.	7	EA	\$ 2,000.00	\$ 14,000.00
604	Post Construction CCTV Inspection	1	EA	\$ 2,000.00	\$ 2,000.00
605	Vacuum Test Sanitary Sewer Manhole	2	EA	\$ 500.00	\$ 1,000.00
Sub Total - Sanitary					\$ 89,200.00
Construction Cost					\$ 667,462.95
25% Contingency					\$ 166,865.74
TOTAL CONSTRUCTION COST					\$ 834,328.69



**Engineer's Opinion of Probable Construction Cost
Echo Valley Dr (East)
Roadway, Utility, and Drainage Improvements
Gessner Engineering, LLC**



GE Job #: 25-0554

General Items

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
100	Mobilization, Bonds, and Insurance	1	LS	\$ 27,472.95	\$ 27,472.95
101	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
102	Sodding Up to R.O.W. (St. Augustine or Zoysia)	1,541	SY	\$ 8.00	\$ 12,328.00
103	Erosion Control (Permitting, Maintenance, Inspections, Reporting, and All Measures Shown on Plans)	1	LS	\$ 4,000.00	\$ 4,000.00
104	Tree Protection, Complete in Place	1	LS	\$ 6,000.00	\$ 6,000.00
105	Temporary Asphalt For Traffic Control and removal	275	SY	\$ 85.00	\$ 23,375.00
105	Relocate, Replace, or Repair Private Irrigation Systems Located within the ROW, for Each Lot Disturbed, Complete-in-Place	12	EA	\$ 700.00	\$ 8,400.00
106	Temporary Crushed Limestone Driveways, Remove After Construction	12	EA	\$ 750.00	\$ 9,000.00
Sub Total - General Items					\$ 100,575.95

Demolition

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
200	Remove & Dispose of Existing Driveways and Base material	474	SY	\$ 15.00	\$ 7,110.00
200	Remove & Dispose of Existing Roadway Concrete Pavement and Base Material	1,497	SY	\$ 15.00	\$ 22,455.00
201	Existing Light Poles to be Transported to and from the City of Spring Valley Public Works Yard, After Removal from CenterPoint Energy	4	EA	\$ 1,000.00	\$ 4,000.00
202	Existing Street/Stop Sign to be Salvaged and Reinstalled	1	EA	\$ 500.00	\$ 500.00
203	Remove & Dispose of Existing Trees (Size: 5-14")	2	EA	\$ 1,500.00	\$ 3,000.00
204	Remove & Dipose of Existing Water Meter Vault Boxes and existing services lines	12	EA	\$ 75.00	\$ 900.00
205	Cap Existing Waterline	2	EA	\$ 700.00	\$ 1,400.00
206	Remove/Abandon Existing Water Line	500	LF	\$ 10.00	\$ 5,000.00
207	Remove Existing Santiary Sewer Line	450	LF	\$ 10.00	\$ 4,500.00
208	Demolition of Existing Sanitary Manhole	2	EA	\$ 1,250.00	\$ 2,500.00
209	Remove & Dispose Existing 6" Gate Valve & Box	2	EA	\$ 450.00	\$ 900.00
210	Remove & Dispose Existing Fire Hydrant	1	EA	\$ 1,000.00	\$ 1,000.00
Sub Total - Demolition					\$ 53,265.00

Pavement and Earthwork

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
300	Earthwork - Cut to Fill, to Design Grades (In Place)	100	CY	\$ 15.00	\$ 1,500.00
301	Earthwork - Cut to Haul to Design Grades (In Place)	750	CY	\$ 20.00	\$ 15,000.00
302	6" lime stabilization and compaction	1,718	SY	\$ 12.00	\$ 20,616.00
303	6" Concrete Pavement for Roadway, Complete in Place	1,500	SY	\$ 100.00	\$ 150,000.00
304	6" Concrete Pavement for Driveways, Complete in Place	550	SY	\$ 80.00	\$ 44,000.00
305	4" Concrete Sidewalk, Complete in Place	83	SY	\$ 60.00	\$ 4,980.00
306	4"x12" Laydown Curb, Complete in Place	650	LF	\$ 10.00	\$ 6,500.00
307	Raised Reflective Pavement Markers (double-sided) (TY II-C-R) (blue) at Fire Hydrant Locations	2	EA	\$ 150.00	\$ 300.00
308	Thermoplastic Pavement Markings, (24" Wide, Type I Solid White)	15	LF	\$ 14.00	\$ 210.00
309	6" Concrete Curb, Complete in Place (Including Transition From 4" Laydown Curb)	85	LF	\$ 13.00	\$ 1,105.00
Sub Total - Pavement and Earth Work					\$ 244,211.00
Water					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
500	Cut, Plug, and Abandon Existing 6" PVC Waterline	2	EA	\$ 1,500.00	\$ 3,000.00
501	6" PVC C-900 DR 18 Waterline, Complete in Place (by Boring)	500	LF	\$ 79.00	\$ 39,500.00
502	6" x 6" Tee, complete in place	2	EA	\$ 815.00	\$ 1,630.00
503	6" Gate Valve & Box, complete in place	3	EA	\$ 2,500.00	\$ 7,500.00
504	6" 45° Bend, complete in place	5	EA	\$ 500.00	\$ 2,500.00
505	Standard Fire Hydrant Assembly, complete in place with Integral Storz Connection	1	EA	\$ 6,500.00	\$ 6,500.00
506	Waterline Short Service Reconnection to New Meter Vault (2 - 1" Taps), complete in place	8	EA	\$ 1,800.00	\$ 14,400.00
507	Waterline Long Service Reconnection to New Water Vault (1 - 2" Tap), complete in place	4	EA	\$ 2,800.00	\$ 11,200.00
508	New Water Meter Vault w/ Removal of Existing Vaults, sized for two meters	12	EA	\$ 450.00	\$ 5,400.00
509	Connect to Existing 6" PVC Waterline	1	EA	\$ 2,000.00	\$ 2,000.00
Sub Total - Water					\$ 93,630.00
Sanitary					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
600	8" PVC, SDR-26 Sanitary Sewer, Complete in	450	LF	\$ 115.00	\$ 51,750.00
601	4' ID Sanitary Sewer Manhole, Complete in Place	2	EA	\$ 5,000.00	\$ 10,000.00
602	4" Sanitary Short Service Connection, Provide	5	EA	\$ 1,300.00	\$ 6,500.00
603	4" Sanitary Long Service Connection, Provide	7	EA	\$ 2,000.00	\$ 14,000.00
604	Post Construction CCTV Inspection	1	EA	\$ 2,000.00	\$ 2,000.00
605	Vacuum Test Sanitary Sewer Manhole	2	EA	\$ 500.00	\$ 1,000.00
Sub Total - Sanitary					\$ 85,250.00

Construction Cost	\$ 576,931.95
25% Contingency	\$ 144,232.99
TOTAL CONSTRUCTION COST	\$ 721,164.94



**Engineer's Opinion of Probable Construction Cost
Cavell Street
Roadway, Utility, and Drainage Improvements
Gessner Engineering, LLC**



GE Job #: 25-0554

General Items

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
100	Mobilization, Bonds, and Insurance	1	LS	\$ 30,636.70	\$ 30,636.70
101	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
102	Sodding Up to R.O.W. (St. Augustine or Zoysia)	1,541	SY	\$ 8.00	\$ 12,328.00
103	Erosion Control (Permitting, Maintenance, Inspections, Reporting, and All Measures Shown on Plans)	1	LS	\$ 4,000.00	\$ 4,000.00
104	Temporary Asphalt For Traffic Control and removal	285	SY	\$ 85.00	\$ 24,225.00
104	Tree Protection, Complete in Place	1	LS	\$ 4,000.00	\$ 4,000.00
105	Relocate, Replace, or Repair Private Irrigation Systems Located within the ROW, for Each Lot Disturbed, Complete-in-Place	13	EA	\$ 700.00	\$ 9,100.00
106	Temporary Crushed Limestone Driveways, Remove After Construction	13	EA	\$ 750.00	\$ 9,750.00

Sub Total - General Items \$ 104,039.70

Demolition

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
200	Remove & Dispose of Existing Roadway Concrete Pavement and Base Material	1,715	SY	\$ 15.00	\$ 25,725.00
201	Remove & Dispose of Existing Driveways and Base material	275	SY	\$ 15.00	\$ 4,125.00
202	Remove & Dispose of Existing Sidewalk	83	SY	\$ 10.00	\$ 830.00
203	Existing Light Poles to be Transported to and from the City of Spring Valley Public Works Yard, After Removal from CenterPoint Energy	4	EA	\$ 1,000.00	\$ 4,000.00
204	Existing Street/Stop Sign to be Salvaged and Reinstalled	1	EA	\$ 500.00	\$ 500.00
205	Existing 5' Curb Inlet to be Removed & Disposed	2	EA	\$ 1,000.00	\$ 2,000.00
206	Remove & Dispose of Existing Trees (Size: 5-14")	2	EA	\$ 1,500.00	\$ 3,000.00
207	Remove & Dipose of Existing Water Meter Vault Boxes and existing services lines	13	EA	\$ 75.00	\$ 975.00
208	Remove/Abandon Existing Water Line	515	LF	\$ 10.00	\$ 5,150.00
209	Remove Existing Santiary Sewer Line	425	LF	\$ 10.00	\$ 4,250.00

210	Cap Existing Waterline	2	EA	\$ 700.00	\$ 1,400.00
211	Remove & Dispose Existing 6" Gate Valve & Box	2	EA	\$ 450.00	\$ 900.00
212	Demolition of Existing Sanitary Manhole	2	EA	\$ 1,250.00	\$ 2,500.00
213	Remove & Dispose Existing Fire Hydrant	1	EA	\$ 1,000.00	\$ 1,000.00
Sub Total - Demolition					\$ 56,355.00
Pavement and Earthwork					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
300	Earthwork - Cut to Fill, to Design Grades (In Place)	100	CY	\$ 15.00	\$ 1,500.00
301	Earthwork - Cut to Haul to Design Grades (In Place)	750	CY	\$ 20.00	\$ 15,000.00
302	6" lime stabilization and compaction	1,718	SY	\$ 12.00	\$ 20,616.00
303	6" Concrete Pavement for Roadway, Complete in Place	1,500	SY	\$ 100.00	\$ 150,000.00
304	6" Concrete Pavement for Driveways, Complete in Place	550	SY	\$ 80.00	\$ 44,000.00
305	4" Concrete Sidewalk, Complete in Place	83	SY	\$ 60.00	\$ 4,980.00
306	4"x12" Laydown Curb, Complete in Place	650	LF	\$ 10.00	\$ 6,500.00
307	Raised Reflective Pavement Markers (double-sided) (TY II-C-R) (blue) at Fire Hydrant Locations	2	EA	\$ 150.00	\$ 300.00
308	Thermoplastic Pavement Markings, (24" Wide, Type I Solid White)	15	LF	\$ 14.00	\$ 210.00
309	6" Concrete Curb, Complete in Place (Including Transition From 4" Laydown Curb)	85	LF	\$ 13.00	\$ 1,105.00
Sub Total - Pavement and Earth Work					\$ 244,211.00
Storm and Drainage					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
400	6" PVC, Complete in Place	100	LF	\$ 45.00	\$ 4,500.00
401	24" RCP Type III (Structural Backfill), Complete in Place	175	LF	\$ 150.00	\$ 26,250.00
402	5' Curb Inlet, Type BB, Complete in Place	4	EA	\$ 6,000.00	\$ 24,000.00
Sub Total - Storm and Drainage					\$ 54,750.00
Water					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
500	Cut, Plug, and Abandon Existing 6" PVC Waterline	2	EA	\$ 1,500.00	\$ 3,000.00
501	6" PVC C-900 DR 18 Waterline, Complete in Place (Structural Backfill)	515	LF	\$ 79.00	\$ 40,685.00
502	6" x 6" Tee, complete in place	2	EA	\$ 815.00	\$ 1,630.00
503	6" Gate Valve & Box, complete in place	3	EA	\$ 2,500.00	\$ 7,500.00
504	6" 45° Bend, complete in place	5	EA	\$ 500.00	\$ 2,500.00

505	Standard Fire Hydrant Assembly, complete in place with Integral Storz Connection	1	EA	\$ 6,500.00	\$ 6,500.00
506	Waterline Short Service Reconnection to New Meter Vault (2 - 1" Taps), complete in place	7	EA	\$ 1,800.00	\$ 12,600.00
507	Waterline Long Service Reconnection to New Water Vault (1 - 2" Tap),complete in place	6	EA	\$ 2,800.00	\$ 16,800.00
508	New Water Meter Vault w/ Removal of Existing Vaults, sized for two meters	13	EA	\$ 450.00	\$ 5,850.00
509	Connect to Existing 6" PVC Waterline	1	EA	\$ 2,000.00	\$ 2,000.00
Sub Total - Water					\$ 99,065.00
Sanitary					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
600	8" PVC, SDR-26 Sanitary Sewer, Complete in Place by Open Cut	425	LF	\$ 118.00	\$ 50,150.00
601	4' ID Sanitary Sewer Manhole, Complete in Place	2	EA	\$ 5,000.00	\$ 10,000.00
602	4" Sanitary Short Service Connection, Provide Cleanout at R.O.W.	6	EA	\$ 1,300.00	\$ 7,800.00
603	4" Sanitary Long Service Connection, Provide Cleanout at R.O.W.	7	EA	\$ 2,000.00	\$ 14,000.00
604	Post Construction CCTV Inspection	1	EA	\$ 2,000.00	\$ 2,000.00
605	Vacuum Test Santiary Sewer Manhole	2	EA	\$ 500.00	\$ 1,000.00
Sub Total - Sanitary					\$ 84,950.00
Construction Cost					\$ 643,370.70
25% Contingency					\$ 160,842.68
TOTAL CONSTRUCTION COST					\$ 804,213.38



Engineer's Opinion of Probable Construction Cost
Wild Oak Circle
Roadway, Utility, and Drainage Improvements
Gessner Engineering, LLC



GE Job #: 25-0554

General Items

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
100	Mobilization, Bonds, and Insurance	1	LS	\$ 30,914.85	\$ 30,914.85
101	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
102	Sodding Up to R.O.W. (St. Augustine or Zoysia)	1,541	SY	\$ 8.00	\$ 12,328.00
103	Erosion Control (Permitting, Maintenance, Inspections, Reporting, and All Measures Shown on Plans)	1	LS	\$ 4,000.00	\$ 4,000.00
104	Temporary Asphalt For Traffic Control and removal	285	SY	\$ 85.00	\$ 24,225.00
104	Tree Protection, Complete in Place	1	LS	\$ 4,000.00	\$ 4,000.00
105	Relocate, Replace, or Repair Private Irrigation Systems Located within the ROW, for Each Lot Disturbed, Complete-in-Place	11	EA	\$ 700.00	\$ 7,700.00
106	Temporary Crushed Limestone Driveways, Remove After Construction	11	EA	\$ 750.00	\$ 8,250.00

Sub Total - General Items \$ 106,417.85

Demolition

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
200	Remove & Dispose of Existing Roadway Concrete Pavement and Base Material	1,750	SY	\$ 15.00	\$ 26,250.00
201	Remove & Dispose of Existing Driveways and Base material	225	SY	\$ 15.00	\$ 3,375.00
202	Remove & Dispose of Existing Sidewalk	83	SY	\$ 10.00	\$ 830.00
203	Existing Light Poles to be Transported to and from the City of Spring Valley Public Works Yard, After Removal from CenterPoint Energy	4	EA	\$ 1,000.00	\$ 4,000.00
204	Existing Street/Stop Sign to be Salvaged and Reinstalled	1	EA	\$ 500.00	\$ 500.00
205	Existing 5' Curb Inlet to be Removed & Disposed	2	EA	\$ 1,000.00	\$ 2,000.00
206	Remove & Dispose of Existing Trees (Size: 5-14")	2	EA	\$ 1,500.00	\$ 3,000.00
207	Remove & Dipose of Existing Water Meter Vault Boxes and existing services lines	11	EA	\$ 75.00	\$ 825.00
208	Cap Existing Waterline	2	EA	\$ 700.00	\$ 1,400.00
209	Remove/Abandon Existing Water Line	450	LF	\$ 10.00	\$ 4,500.00

210	Remove Existing Sanitary Sewer Line	450	LF	\$ 10.00	\$ 4,500.00
211	Remove & Dispose Existing 6" Gate Valve & Box	2	EA	\$ 450.00	\$ 900.00
212	Demolition of Existing Sanitary Manhole	2	EA	\$ 1,250.00	\$ 2,500.00
213	Remove & Dispose Existing Fire Hydrant	1	EA	\$ 1,000.00	\$ 1,000.00
Sub Total - Demolition					\$ 55,580.00
Pavement and Earthwork					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
300	Earthwork - Cut to Fill, to Design Grades (In Place)	100	CY	\$ 15.00	\$ 1,500.00
301	Earthwork - Cut to Haul to Design Grades (In Place)	750	CY	\$ 20.00	\$ 15,000.00
302	6" lime stabilization and compaction	2,007	SY	\$ 12.00	\$ 24,084.00
303	6" Concrete Pavement for Roadway, Complete in Place	1,750	SY	\$ 100.00	\$ 175,000.00
304	6" Concrete Pavement for Driveways, Complete in Place	185	SY	\$ 80.00	\$ 14,800.00
305	4" Concrete Sidewalk, Complete in Place	50	SY	\$ 60.00	\$ 3,000.00
306	4"x12" Laydown Curb, Complete in Place	750	LF	\$ 10.00	\$ 7,500.00
307	Raised Reflective Pavement Markers (double-sided) (TY II-C-R) (blue) at Fire Hydrant Locations	2	EA	\$ 150.00	\$ 300.00
308	Thermoplastic Pavement Markings, (24" Wide, Type I Solid White)	15	LF	\$ 14.00	\$ 210.00
309	6" Concrete Curb, Complete in Place (Including Transition From 4" Laydown Curb)	85	LF	\$ 13.00	\$ 1,105.00
Sub Total - Pavement and Earth Work					\$ 242,499.00
Storm and Drainage					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
400	6" PVC, Complete in Place	100	LF	\$ 45.00	\$ 4,500.00
401	24" RCP Type III (Structural Backfill), Complete in Place	175	LF	\$ 150.00	\$ 26,250.00
402	5' Curb Inlet, Type BB, Complete in Place	4	EA	\$ 6,000.00	\$ 24,000.00
Sub Total - Storm and Drainage					\$ 54,750.00
Water					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
500	Cut, Plug, and Abandon Existing 6" PVC Waterline	2	EA	\$ 1,500.00	\$ 3,000.00
501	6" PVC C-900 DR 18 Waterline, Complete in Place (Structural Backfill)	515	LF	\$ 79.00	\$ 40,685.00
502	6" x 6" Tee, complete in place	2	EA	\$ 815.00	\$ 1,630.00
503	6" Gate Valve & Box, complete in place	3	EA	\$ 2,500.00	\$ 7,500.00
504	6" 45° Bend, complete in place	5	EA	\$ 500.00	\$ 2,500.00

505	Standard Fire Hydrant Assembly, complete in place with Integral Storz Connection	2	EA	\$ 6,500.00	\$ 13,000.00
506	Waterline Short Service Reconnection to New Meter Vault (2 - 1" Taps), complete in place	5	EA	\$ 1,800.00	\$ 9,000.00
507	Waterline Long Service Reconnection to New Water Vault (1 - 2" Tap), complete in place	6	EA	\$ 2,800.00	\$ 16,800.00
508	New Water Meter Vault w/ Removal of Existing Vaults, sized for two meters	11	EA	\$ 450.00	\$ 4,950.00
509	Connect to Existing 6" PVC Waterline	1	EA	\$ 2,000.00	\$ 2,000.00
Sub Total - Water					\$ 101,065.00
Sanitary					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
600	8" PVC, SDR-26 Sanitary Sewer, Complete in Place by Open Cut	450	LF	\$ 118.00	\$ 53,100.00
601	4' ID Sanitary Sewer Manhole, Complete in Place	3	EA	\$ 5,000.00	\$ 15,000.00
602	4" Sanitary Short Service Connection, Provide Cleanout at R.O.W.	6	EA	\$ 1,300.00	\$ 7,800.00
603	4" Sanitary Long Service Connection, Provide Cleanout at R.O.W.	5	EA	\$ 2,000.00	\$ 10,000.00
604	Post Construction CCTV Inspection	1	EA	\$ 2,000.00	\$ 2,000.00
605	Vacuum Test Sanitary Sewer Manhole	2	EA	\$ 500.00	\$ 1,000.00
Sub Total - Sanitary					\$ 88,900.00
Construction Cost					\$ 649,211.85
25% Contingency					\$ 162,302.96
TOTAL CONSTRUCTION COST					\$ 811,514.81



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 24, 2026
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 26-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF SPRING VALLEY VILLAGE AND PROJECT LUONG ARCHITECTS, LLC FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE NEW PUBLIC WORKS FACILITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.</p>

BACKGROUND:	<p>The replacement of the existing Public Works Facility has been identified in the City’s Capital Improvement Program (CIP) for several years due to the age, deteriorating condition, and operational limitations of the current structure. The existing facility does not meet modern building code standards and presents ongoing operational, regulatory, and safety challenges. In June 2025, City Council authorized staff to engage Project Luong Architects, LLC to conduct a site and facility review, develop a conceptual design, and prepare a preliminary cost estimate for a replacement Public Works Facility. The conceptual design has since been completed and accepted by the City.</p> <p>The proposed new Public Works Facility will be constructed on the existing site, aligned along the west side of the property adjacent to the City park. The building is anticipated to be approximately 7,000 square feet and will include administrative offices, laboratory space for water testing, equipment bays, storage areas, and support facilities necessary to support day-to-day Public Works operations and emergency response activities.</p> <p>Staff is requesting approval of a professional architectural</p>
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and engineering services agreement with Project Luong Architects, LLC in the amount of **\$433,000.00 to advance the project through full design**. The scope of services includes schematic design, design development, preparation of construction documents, assistance with bidding and contractor procurement, and construction phase services.

Budget

The preliminary estimated cost for the project, including architectural and civil design services, is estimated at \$3.5 million. This cost will be funded via a 50/50 split between the General Fund and Utility Fund over the next two years.

Approximately \$1.0 million is currently included in the FY26 adopted budget within the City’s Capital Improvement Program and funded 100% by the General Fund.

	General Fund	Utility Fund	Total Project Cost
FY2026	\$1,000,000		
FY2027	\$750,000	\$1,750,000	
Total			\$3,500,000.00

Funding of this project through the General and Utility Funds will utilize excess revenue over expenditures in the related fiscal years and/or the use of existing fund balance within each fund. Note that the estimated ending unrestricted fund balance for fiscal year 2026 is approximately \$9.9M — General Fund and \$7.7M — Utility Fund.

Financial Policy best practices recommend an at least 25% "Rainy Day Fund" for unrestricted fund balance when comparing unrestricted fund balance to total fund expenditures for the fiscal year. Both estimated ending fund balances noted above are well in excess of this 25% best practices measure. The funding of this project will not negatively affect other scheduled projects.

Project Timeline

Pending City Council approval, the project is anticipated to proceed according to the following timeline:

Fall 2026: Project bidding and contractor solicitation
 January 2027: Award of construction contract
 March / April 2027: Construction mobilization and start of work
 December 2027: Substantial completion of construction

This schedule anticipates project completion by the end of December 2027, subject to final approvals, funding availability, and standard construction variables.

ATTACHMENTS: SPRCIT00353_2026-01-14_SPRING VALLEY VILLAGE PUBLIC WORKS_FULL SERVICE PROPOSAL_R00, SPRCIT00353_2026-01-14_EXHIBIT A - SCOPE OF WORK_R00, SPRCIT00353_2026-01-14_EXHIBIT C - CONCEPTUAL DESIGN PACKAGE_R00, Resolution 26-XX Project Luong, SVV_2026-02-11_FEE ANALYSIS TABLE_R00

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: Staff has reviewed and recommend approval of the proposal



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27 day of January in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Spring Valley Village
a Municipal Corporation in the State of Texas
1025 Campbell Road
Houston, Texas 77055

and the Architect:
(Name, legal status, address and other information)

Project Luong Architects, LLC
A Texas Limited Liability Corporation
820 Gessner Road, Suite 775
Houston, Texas 77024

for the following Project:
(Name, location and detailed description)

The Spring Valley Village New Public Works Facility
1025 Campbell Road
Houston, Texas 77055
The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Refer to Exhibit A

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Refer to Exhibit A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Refer to Exhibit A

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

John McDonald
City Administrator
City of Spring Valley Village
jmcdonald@springvalleytx.com
p. 713-465-8308

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Kristina Watson
Public Works Director
City of Spring Valley Village
kwatson@springvalleytx.com
p. 713-465-8308

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

None.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Alec Luong, AIA
Principal / Managing Partner
Project Luong Architects, LLC.
Alec.luong@projectluong.com
p. 713-582-0996

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Biniam Michael, P.E.
President
BMG Structural Engineers, PLLC.
11111 Katy Freeway, Suite 910
Houston, Texas 77079
p. 346-691-3033

.2 Mechanical / Electrical / Plumbing / Low Voltage / Fire Protection Engineer:

Kevin Tazeh, P.E.
Project Manager
Infrastructure Associates, Inc.
6117 Richmond Avenue, Suite 200
Houston, Texas 77057
p. 713-622-0120

.3 Civil Engineer:

Coy P. Custer, P.E.
Director
IDS Engineering Group
13430 Northwest Freeway, Suite 700
Houston, Texas 77040
p. 713-462-3178

.4 Landscape Architect:

Emily Luong, PLA
Principal
Project Luong Architects, LLC.
820 Gessner Road, Suite 775
Houston, Texas 77024
p. 346-708-8241

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

§ 1.1.12 Other Initial Information on which the Agreement is based:

None.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services in conformity with the standard of care and skill employed by the members of its profession for projects of similar design and complexity in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect and Owner agree that the foregoing standard of care shall govern all services to be provided by the Architect. The Architect makes no representation or warranty, express or implied, including without limitation any warranty of fitness for any particular purpose, with respect to the accuracy, liability, or utility of the services provided under this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and two million (\$ 2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 To the fullest extent permitted by law and without voiding or impairing the coverage afforded by the insurance required hereunder, Architect, on its own behalf and Owner, on its own behalf, waive against each other, all rights of recovery, whether under subrogation or otherwise, for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained by either Architect or Owner hereunder. It shall be required that all such insurance policies shall contain an express written waiver of all rights of recovery, whether under subrogation or otherwise. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Owner is aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform services with reasonable diligence and expediency consistent with sound professional practices as outlined in Art. 2 above. Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays beyond the Architect's control. For purposes of this Agreement, such delays include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; pandemic or other outbreak; fires, riots, war or other emergencies or acts of God; city, county, state, federal or other governmental directive or orders and Architect's good-faith compliance with same; failure of any government agency to act in a timely manner; failure

of performance by the Owner or the Owner's agents, contractors or consultants; or discovery of any hazardous substances or differing site conditions.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 *The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In addition, the Architect shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.*

§ 3.1.9 The Owner acknowledges and agrees that the Americans with Disabilities Act (ADA) requirements may be subject to different interpretations, legal or otherwise, including differing interpretations by differing authorities with jurisdiction over the Project. Owner agrees that the Architect cannot, and does not guarantee compliance, and that the Architect's application and use of the technical requirements of the ADA Accessibility guidelines, current as of the day of this agreement, in preparing the Architect's services is a matter of professional judgment. The Architect's services shall be limited to the application and incorporation of the technical requirements of the ADA Accessibility Guidelines, current as of the date of this agreement into the Project, pursuant to the applicable standard of care. In addition, the Architect 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 ADA Requirements.

§ 3.1.10 Existing Conditions. To the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, the Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof, subject to the limitations contained within such documentation. The Architect cannot be held responsible for errors in reports or existing conditions in documents or reports that were not prepared by Architect or its consultants, which cannot be readily visually/physically verified. The Architect shall notify the Owner of any materially significant assumptions it is making within its design which conflicts from information provided by the Owner. Furthermore, to the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, and there is any concern about mold, moisture or mildew, the Owner shall authorize Architect to retain moisture and mold consultant(s) as additional services as may be reasonably required for the discovery, evaluation and remediation of existing water intrusion, moisture and/or mold conditions. Architect shall be entitled to reimbursement for retention of such consultants and any expenses associated therewith.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Contractor shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Contractor shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, and after consult with the Contractor, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect, upon the Owner's specific written request at that time, may for an additional fee, assist the Owner in the development and preparation of procurement information and the Conditions of the Contract for Construction (General, Supplementary and other Conditions). Upon such a request, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Contractor shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, and after consulting with the Contractor, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Upon the specific request of the Owner, the Architect shall assist the Owner in establishing a list of prospective contractors.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 Upon the specific request of the Owner, the Architect may assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 Upon the specific request of the Owner, the Architect may assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process; and
- .2 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 Owner agrees that the decision to accept any proposal is ultimately that of the Owner and it is solely the Owner's and not the Architect's responsibility to determine whether any proposal meets Owner's specific needs and purpose.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide Construction Phase Services as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Furthermore, in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the A201, General Conditions of the Contract for Construction, the terms and conditions of this Agreement shall govern and control.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,

sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect recommend the issuance of the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend that the Owner require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall recommend to the Owner the issuance of certificates in such amounts. The Architect's recommendations and/or certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to

payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect 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 the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. . However, if the information requested by the Contractor is apparent from field observations, is contained in the Construction Documents, Contract Documents or is reasonably inferable from them, the Architect shall so inform the Owner and ongoing, persistent occurrences shall give rise to a claim for Additional Services for the time and expense required to provide such information, pursuant to Article 4, below.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Previously Completed by Architect Under Separate Contract
§ 4.1.1.2 Multiple preliminary designs	Previously Completed by Architect Under Separate Contract
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Previously Completed by Architect Under Separate Contract
§ 4.1.1.5 Site evaluation and planning	Previously Completed by Architect Under Separate Contract
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect

§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning	Architect
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-Weekly visits to the site by the Architect during construction

- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. While the Architect shall coordinate its own work with that of the professional services of all consultants on the Project whether retained by the Owner or Architect, this coordination shall not absolve or release contractors or other design professionals from complying with their respective standards of care. The

Architect is not responsible for errors and omissions of consultants it does not retain. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. The Architect further retains the right to terminate any consultant assigned to the Architect by Owner.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, shall be prepared by the Owner, the Owner's cost estimator or the Contractor. If requested by the Owner, the Architect may review and comment upon such evaluations and estimates of the Owner's budget and/or estimates of the Cost of the Work. The Architect's review and comment represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Owner, the Owner's cost estimator or the Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to recommend design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Owner's, the Owner's cost estimator's or the Contractor's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Contractor or cost estimator shall provide such an estimate.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, upon the Owner's further request, the Architect may, as an Additional Service, make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and Contractor in making such adjustments.

§ 6.6 The Contractor shall review and price out the Plans and Specifications at **Design Development** and then again at **50% Construction Documents** so to advise the Owner and Architect of any adjustments to the preliminary estimate of Construction Cost. If the estimated Cost of Construction exceeds the Project Budget or Estimated Cost of Construction at these two (2) benchmarks, the Owner may direct the Architect to make revisions necessary to bring the Project into compliance with the Budget at no additional cost to the Owner. However, if the Owner has approved both the Design and the Estimate at these two (2) benchmarks, further revisions to the design and documentation for elements of the Project which had previously been approved by the Owner, necessary to bring the Project into compliance with the budget, will be provided as additional services. In addition, if the Architect introduces a new element to the design and documentation that had not been previously approved by the Owner, and this new element must be deleted or revised to conform to the previously approved budget, the Architect shall make such revisions at no additional cost to the Owner. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 **Value Engineering and/or Owner Directed Changes.** If the Owner retains the services of a Value Engineer (VE) (whether it be a cost estimator, the contractor or otherwise) to review the Construction Documents prepared by the Architect, it shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity of the VE and shall define the VE's scope of services and responsibilities for the Architect. All recommendations of the VE and all Owner Requested Changes shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations. If the Architect objects to any recommendations made by the VE and/or any Owner Requested Changes, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner requires the incorporation of changes in the Construction Documents to which the Architect has objected, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner. In addition, the Architect shall be compensated, as an additional service, for services necessary to incorporate recommended value engineering changes and owner requested changes into reports, drawings, specifications, bidding or other documents.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 The Instruments of Services are for use on this Project only. The Owner shall not reuse the Instruments of Service for any other project without the prior written consent of Architect. If the Instruments of Service are used on any other project or are modified without the prior written consent of Architect, the Owner shall defend, indemnify and hold harmless Architect from all claims and damages arising out of or purported to arise out of the modification or the use of the Instruments of Service on the other project(s). Further, all ownership rights and/or license rights to the Construction Documents, Instruments of Service or Project Documents are granted solely to Owner. In the event the Owner uses or modifies the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses or modifications. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity arising from the Owner's use or modification of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if there has been a determination that the Owner rightfully terminated this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 If the Architect is terminated or is not allowed to complete all the services called for by this Agreement through no fault of its own or through an assignment of this Agreement to a Purchaser, Owner agrees that the Architect shall not be held responsible for the accuracy, completeness or constructability of the Instruments of Service prepared by the Architect if used, changed or completed by the Owner or by another party.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply

with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. The parties further agree that any claims made in arbitration shall be heard by a single arbitrator unless the claim amount exceeds \$500,000.00, in which case the dispute shall be heard by a panel of three arbitrators. Venue for any arbitration shall be in Harris County, Texas, and shall be governed by the law of the State of Texas. The prevailing party shall be entitled to an award of reasonable attorney's fees as well as the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, and witness fees. Should a party to an arbitration fail to pay any prescribed forum fees or deposits including arbitrator compensation, said party shall be barred from raising any affirmative claims and shall be precluded from presenting any evidence or conducting cross-examination of any witness. The paying party, however, shall still be required to present evidence in support of their entire claim proving to the arbitrator(s) satisfaction on both liability and damages. Any dispute as to the arbitrability of any claim shall be resolved by the arbitrator(s).

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Owner fail to cure the breach following a suspension, Architect may terminate this Agreement upon an additional seven days' notice.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Except as otherwise provided in Article 9, either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

All outstanding balances for services rendered up to the notice of Termination.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction. However, in the event of any conflict between the terms and conditions of this Agreement and the A201, the terms and conditions of this Agreement shall govern and control.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project or an Owner-related entity if the lender or Owner-related entity agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. Architect shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might increase the Architect's risk or the availability or cost of its professional or general liability insurance. As used herein, the word "certify" and/or "certificates" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Architect or any other party encounters any hazardous materials on or about the jobsite or any adjacent areas that

may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. These provisions shall not apply to information that is in the public domain, or was previously known to and/or generated by any Party.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Indemnification. Except as expressly provided in this agreement, the Architect makes no representation or warranty, express or implied, including without limitation any warranty of fitness for any particular purpose, with respect to the accuracy, liability, or utility of the services provided under this Agreement.

Architect shall indemnify, defend and hold harmless Owner and its affiliates, employees, officers, directors, agents, successors and assigns from and against any and all suits, actions, proceedings, losses, damages, claims, fines, penalties, costs and expenses (including reasonable attorneys' fees, investigation and remediation expenses) (collectively "Claims") to the extent caused by or resulting from any act, omission, fault or negligence of Architect, its Consultants, or anyone acting under its direction or control or on its behalf, including but not limited to, Claims for: (i) injuries to or death of any persons (including employees of Architect and any of its Consultants or damage to property, including theft caused by the negligent acts or omissions of Architect or any of its Consultants; (ii) any violation of any law or other governmental requirement by Architect or any of its Consultants; and (iii) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights in connection with the Instruments of Service provided or the Services performed under this Agreement. In no event shall Architect's indemnity and hold harmless obligations, or portions or applications thereof, apply to any cost, claim, loss or liability caused by the willful misconduct or sole negligence of the party indemnified or held harmless. Furthermore, Architect specifically waives any immunity provided against this indemnity by an industrial insurance statute or workers' compensation statute.

The Owner has a duty to indemnify and hold harmless the Architect, including all its affiliates, employees, officers, directors, agents, successors and employees individually, from every claim, demand, damage, lien, cause of action, award, judgement, cost, expense, fee (including reasonable attorneys' fees and expenses) and other loss caused by:

- 1) any negligent or willful or wrongful act, error, or omission by the Owner or any party for whose conduct the

Owner is legally responsible; 2) breach of this Agreement by the Owner; 3) any copyright or patent infringement by the Owner or any party for whose conduct the Owner is legally responsible; 4) any failure to comply with laws (include the laws of the State of Texas), regulations, codes, ordinances, and other requirements of governing authorities by the Owner or any party for whose conduct the Owner is legally responsible; 5) any failure to pay any service, withholding, or other tax by the Owner or any other party for whose conduct the Owner is legally responsible for; and /or 6) any failure by the Owner to pay third parties.

The terms and provisions of indemnifications will survive the expiration or termination of the Agreement. Neither Owner nor Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

§ 10.11 Limitation of Liability. Unless otherwise more narrowly limited, and notwithstanding any other provision in this agreement, the limit of liability of the Architect to the Owner for any cause or combination of causes shall not exceed, in the total amount, the insurance coverage limits available at the time of judgement plus the fees paid to the Architect on the Project. This limitation of liability applies to all liability arising from the Architect's activities and obligations related to the agreement, including but not limited to, duty arising in contract, warranty, statute and tort (whether such occurrence arises out of the Architect's sole or concurrent negligence or breach of any standard of strict liability). This limitation will survive the agreement. The owner waives and will require its insurers to waive rights of subrogation with respect to, all liability for the owner's consequential, special, indirect, or incidental damages. These damages include, but are not limited to, loss of use, loss of business opportunity, loss of product or output, loss of profit or revenue, cost of capital, and claims of others not a party to the agreement. For the avoidance of doubt, the owner will be entitled to seek and recover only actual damages from the Architect as limited herein.

§ 10.12 Sole Remedy. It is intended by the parties to this Agreement that the Owner's obligations and Architect's services in connection with the Project shall not subject the Owner's or the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and Architect agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the Owner's or Architect's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

§ 11.2 Not Used.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As agreed to in writing under separate agreement.

§ 11.4 Not Used.

§ 11.5 Not Used.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit B – Hourly Rate Schedule

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None.

§ 11.10 Payments to the Architect

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User Notes:

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§ 11.10.1 Initial Payments

§ 11.10.1.1 Not used.

§ 11.10.1.2 Not used.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Five Percent (5%)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts by a court of competent jurisdiction or other tribunal. In any event, the Owner shall not withhold payments to the Architect pertaining to this Project to offset amounts in dispute under a separate Project. If the Owner disputes any portion of a progress payment, the Owner shall tender payment for the undisputed portion consistent with this Agreement. As to a disputed portion of a progress payment, Owner shall notify Architect within 14 (fourteen) days of receipt of the Architect's Invoice as to the nature and scope of Owner's dispute with said invoice and the parties shall endeavor to resolve such payment dispute within 30 (thirty) days of receipt of the Owner's notice of dispute.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Exhibit A – Scope of Work
- .3 Exhibit B – Hourly Rate Schedule
- .4 Exhibit C – Conceptual Design Package

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: John McDonald - City Administrator
(Printed name and title)

ARCHITECT *(Signature)*

BY: Alec Luong - Principal / Managing
Partner

(Printed name, title, and license number if required)



Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:46:21 CST on 01/13/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the -27 day of -January in the year -2026

The City of Spring Valley Village

a Municipal Corporation in the State of Texas

1025 Campbell Road

Houston, Texas 77055

Project Luong Architects, LLC

A Texas Limited Liability Corporation

820 Gessner Road, Suite 775

Houston, Texas 77024

The Spring Valley Village New Public Works Facility

Houston, Texas 77055

PAGE 2

~~TABLE OF~~

TABLE OF ARTICLES

- 1 –INITIAL INFORMATION**
- 2 –ARCHITECT’S RESPONSIBILITIES**
- 3 –SCOPE OF ARCHITECT’S BASIC SERVICES**

- 4 –SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 –OWNER’S RESPONSIBILITIES
- 6 –COST OF THE WORK
- 7 –COPYRIGHTS AND LICENSES
- 8 –CLAIMS AND DISPUTES
- 9 –TERMINATION OR SUSPENSION
- 10 –MISCELLANEOUS PROVISIONS
- 11 –COMPENSATION
- 12 –SPECIAL TERMS AND CONDITIONS
- 13 –SCOPE OF THE AGREEMENT

ARTICLE_1 INITIAL INFORMATION

§_1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§_1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

~~§~~
Refer to Exhibit A

§ 1.1.2 The Project’s physical characteristics:

~~§~~
Refer to Exhibit A

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

~~§~~
Refer to Exhibit A

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- ~~.1~~ Design phase milestone dates, if any:
- ~~.2~~ Construction commencement date:

- ~~.3~~ Substantial Completion date or dates:
- ~~.4~~ Other milestone dates:

~~§~~
Refer to Exhibit A

PAGE 3

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

~~§~~

Refer to Exhibit A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

~~§~~
None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

~~§~~ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

~~§~~
John McDonald

City Administrator

City of Spring Valley Village

p. 713-465-8308

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

~~§~~
Kristina Watson

Public Works Director

City of Spring Valley Village

p. 713-465-8308

PAGE 4

§ 1.1.9 The Owner shall retain the following consultants and contractors:

- ~~.1~~ Geotechnical Engineer:
- ~~.2~~ Civil Engineer:
- ~~.3~~ Other, if any:
— (List any other consultants and contractors retained by the Owner.)

~~§~~
None.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

~~§~~
Alec Luong, AIA

Principal / Managing Partner

Project Luong Architects, LLC.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

~~§ 1.1.11.1~~ Consultants retained under Basic Services:

~~.1~~ .1 Structural Engineer:

~~.2~~ .2 Mechanical Engineer:

~~.3~~ .3 Electrical Engineer:

~~§ 1.1.11.2~~ Consultants retained under Supplemental Services:

~~§ 1.1.12~~ Other Initial Information on which the Agreement is based:

~~§~~

Biniam Michael, P.E.

President

BMG Structural Engineers, PLLC.

11111 Katy Freeway, Suite 910

Houston, Texas 77079

p. 346-691-3033

.2 Mechanical / Electrical / Plumbing / Low Voltage / Fire Protection Engineer:

Kevin Tazeh, P.E.

Project Manager

Infrastructure Associates, Inc.

6117 Richmond Avenue, Suite 200

Houston, Texas 77057

p. 713-622-0120

.3 Civil Engineer:

Coy P. Custer, P.E.

Director

IDS Engineering Group

13430 Northwest Freeway, Suite 700

Houston, Texas 77040

p. 713-462-3178

.4 Landscape Architect:

Emily Luong, PLA

Principal

Project Luong Architects, LLC.

820 Gessner Road, Suite 775

Houston, Texas 77024

p. 346-708-8241

§ 1.1.11.2 Consultants retained under Supplemental Services:

PAGE 5

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services ~~consistent in conformity with the professional skill and care ordinarily provided by architects practicing~~ standard of care and skill employed by the members of its profession for projects of similar design and complexity in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect and Owner agree that the foregoing standard of care shall govern all services to be provided by the Architect. The Architect makes no representation or warranty, express or implied, including without limitation any warranty of fitness for any particular purpose, with respect to the accuracy, liability, or utility of the services provided under this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

~~§-2.5~~ The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

~~§-2.5.1~~ Commercial General Liability with policy limits of not less than ~~(\$ one million (\$ 1,000,000)~~ for each occurrence and ~~(\$ two million (\$ 2,000,000)~~ in the aggregate for bodily injury and property damage.

~~§-2.5.2~~ Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ one million (\$ 1,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

~~§-2.5.3~~ The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

~~§-2.5.4~~ Workers' Compensation at statutory limits.

~~§-2.5.5~~ Employers' Liability with policy limits not less than ~~(\$ one million (\$ 1,000,000)~~ each accident, ~~(\$ one million (\$ 1,000,000)~~ each employee, and ~~(\$ two million (\$ 2,000,000)~~ policy limit.

~~§-2.5.6~~ Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$ one million (\$ 1,000,000)~~ per claim and ~~(\$ two million (\$ 2,000,000)~~ in the aggregate.

~~§-2.5.7 Additional Insured Obligations.~~ To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

~~§-2.5.8~~ The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section-2.5.

~~ARTICLE 3 SCOPE OF ARCHITECT'S BASIC~~

§2.5.9 To the fullest extent permitted by law and without voiding or impairing the coverage afforded by the insurance required hereunder, Architect, on its own behalf and Owner, on its own behalf, waive against each other, all rights of recovery, whether under subrogation or otherwise, for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained by either Architect or Owner hereunder. It shall be required that all such insurance policies shall contain an express written waiver of all rights of recovery, whether under subrogation or otherwise. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

~~§-3.1~~ The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

~~§ 3.1.1~~ The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

~~§ 3.1.2~~ The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

~~§ 3.1.3~~ As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

~~§ 3.1.4~~

PAGE 7

§ 3.1.4 The Owner is aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform services with reasonable diligence and expediency consistent with sound professional practices as outlined in Art. 2 above. Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays beyond the Architect's control. For purposes of this Agreement, such delays include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; pandemic or other outbreak; fires, riots, war or other emergencies or acts of God; city, county, state, federal or other governmental directive or orders and Architect's good-faith compliance with same; failure of any government agency to act in a timely manner; failure of performance by the Owner or the Owner's agents, contractors or consultants; or discovery of any hazardous substances or differing site conditions.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.56 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.67 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

~~§~~

§ 3.1.8 *The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In addition, the Architect shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.*

§ 3.1.9 The Owner acknowledges and agrees that the Americans with Disabilities Act (ADA) requirements may be subject to different interpretations, legal or otherwise, including differing interpretations by differing authorities with jurisdiction over the Project . Owner agrees that the Architect cannot, and does not guarantee compliance, and that the Architect’s application and use of the technical requirements of the ADA Accessibility guidelines, current as of the day of this agreement, in preparing the Architect’s services is a matter of professional judgment. The Architect’s services shall be limited to the application and incorporation of the technical requirements of the ADA Accessibility Guidelines, current as of the date of this agreement into the Project, pursuant to the applicable standard of care. In addition, the Architect 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 ADA Requirements.

§ 3.1.10 Existing Conditions. To the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, the Owner shall furnish, at the Owner’s expense, all information, requirements, reports, data, and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof, subject to the limitations contained within such documentation. The Architect cannot be held responsible for errors in reports or existing conditions in documents or reports that were not prepared by Architect or its consultants, which cannot be readily visually/physically verified. The Architect shall notify the Owner of any materially significant assumptions it is making within its design which conflicts from information provided by the Owner. Furthermore, to the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, and there is any concern about mold, moisture or mildew, the Owner shall authorize Architect to retain moisture and mold consultant(s) as additional services as may be reasonably required for the discovery, evaluation and remediation of existing water intrusion, moisture and/or mold conditions. Architect shall be entitled to reimbursement for retention of such consultants and any expenses associated therewith.

§ 3.2 Schematic Design Phase Services

~~§ 3.2.1~~ The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

PAGE 8

~~§ 3.2.2~~ The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

~~§ 3.2.3~~ The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

~~§ 3.2.4~~ Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

~~§ 3.2.5~~ Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

~~§ 3.2.5.1~~ The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

~~§ 3.2.5.2~~ The Architect shall consider the value of alternative materials, building systems and equipment, together

with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

~~§ 3.2.6~~ The ~~Architect~~Contractor shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

~~§ 3.2.7~~ The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

~~§ 3.3~~ Design Development Phase Services

~~§ 3.3.1~~ Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

~~§ 3.3.2~~ The ~~Architect~~Contractor shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

~~§ 3.3.3~~ The Architect shall submit the Design Development Documents to the Owner, and after consult with the Contractor, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

~~§ 3.4~~ Construction Documents Phase Services

~~§ 3.4.1~~ Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

PAGE 9

~~§ 3.4.2~~ The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

~~§ 3.4.3~~ During the development of the Construction Documents, the Architect ~~shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3), upon the Owner's specific written request at that time, may for an additional fee, assist the Owner in the development and preparation of procurement information and the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The~~Upon such a request, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

~~§ 3.4.4~~ The ~~Architect~~Contractor shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

~~§ 3.4.5~~ The Architect shall submit the Construction Documents to the Owner, and after consulting with the Contractor, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required

under Section 6.5, and request the Owner's approval.

~~§~~ 3.5 Procurement Phase Services

~~§~~ 3.5.1 General

~~The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents~~ Upon the specific request of the Owner, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction establishing a list of prospective contractors.

~~§~~ 3.5.2 Competitive Bidding

~~§~~ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

~~§~~ 3.5.2.2 ~~The~~ Upon the specific request of the Owner, the Architect ~~shall~~ may assist the Owner in bidding the Project by:

- ~~.1~~ — facilitating the distribution of Bidding Documents to prospective bidders;
- ~~.2~~ — organizing and conducting a pre-bid conference for prospective bidders;
- ~~.3~~ — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; ~~and,~~
- ~~.4~~ — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

~~§~~

~~§~~ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~§~~ 3.5.3 Negotiated Proposals

~~§~~ 3.5.3.1 - Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

~~§~~ 3.5.3.2 ~~The~~ Upon the specific request of the Owner, the Architect ~~shall~~ may assist the Owner in obtaining proposals by:

- ~~.1~~ — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- ~~.2~~ — organizing and participating in selection interviews with prospective contractors;
- ~~.3~~ — ~~and~~
- ~~.2~~ preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; ~~and,~~
- ~~.4~~ — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§~~

~~§~~ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§-

§ 3.5.3.4 Owner agrees that the decision to accept any proposal is ultimately that of the Owner and it is solely the Owner's and not the Architect's responsibility to determine whether any proposal meets Owner's specific needs and purpose.

PAGE 10

§ 3.6 Construction Phase Services

§-3.6.1 General

~~§ 3.6.1.1~~ The Architect shall provide ~~administration of the Contract between the Owner and the Contractor~~ Construction Phase Services as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Furthermore, in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the A201, General Conditions of the Contract for Construction, the terms and conditions of this Agreement shall govern and control.

~~§-3.6.1.2~~ The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract- Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

~~§-3.6.1.3~~ Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect ~~issues~~ recommends the issuance of the final Certificate for Payment.

§-3.6.2 Evaluations of the Work

~~§-3.6.2.1~~ The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

~~§-3.6.2.2~~ The Architect has the authority to recommend that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend that the Owner require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

~~§-3.6.2.3~~ The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

~~§ 3.6.2.4~~ Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

~~§ 3.6.2.5~~ Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

~~§ 3.6.3~~ Certificates for Payment to Contractor

~~§ 3.6.3.1~~ The Architect shall review and certify the amounts due the Contractor and shall ~~issue~~ recommend to the Owner the issuance of certificates in such amounts. The Architect's recommendations and/or certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

PAGE 11

~~§ 3.6.3.2~~ The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

~~§ 3.6.3.3~~ The Architect shall maintain a record of the Applications and Certificates for Payment.

~~§ 3.6.4~~ Submittals

~~§ 3.6.4.1~~ The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

~~§ 3.6.4.2~~ The Architect 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 the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

~~§ 3.6.4.3~~ If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be

entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

~~§ 3.6.4.4~~ Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. However, if the information requested by the Contractor is apparent from field observations, is contained in the Construction Documents, Contract Documents or is reasonably inferable from them, the Architect shall so inform the Owner and ongoing, persistent occurrences shall give rise to a claim for Additional Services for the time and expense required to provide such information, pursuant to Article 4, below.

~~§ 3.6.4.5~~ The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

~~§ 3.6.5~~ Changes in the Work

~~§ 3.6.5.1~~ The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

~~§ 3.6.5.2~~ The Architect shall maintain records relative to changes in the Work.

PAGE 12

~~§ 3.6.6~~ Project Completion

~~§ 3.6.6.1~~ The Architect shall:

- .1 ~~_____~~—conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 ~~_____~~—issue Certificates of Substantial Completion;
- .3 ~~_____~~—forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 ~~_____~~—issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

~~§ 3.6.6.2~~ The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

~~§ 3.6.6.3~~ When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

~~§ 3.6.6.4~~ The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§-3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE-4 SUPPLEMENTAL-AND-ADDITIONAL-SERVICES

§-4.1 Supplemental Services

§-4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section-4.1.2 below or attach the description of services as an exhibit to this Agreement.)

PAGE 13

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§-4.1.1.1 –Programming	<u>Previously Completed by Architect Under Separate Contract</u>
§-4.1.1.2 –Multiple preliminary designs	<u>Previously Completed by Architect Under Separate Contract</u>
§-4.1.1.3 –Measured drawings	
§-4.1.1.4 –Existing facilities surveys	<u>Previously Completed by Architect Under Separate Contract</u>
§-4.1.1.5 –Site evaluation and planning	<u>Previously Completed by Architect Under Separate Contract</u>
§-4.1.1.6 –Building Information Model management- __responsibilities__	
§-4.1.1.7 –Development of Building Information Models for- __post construction use	
§-4.1.1.8 –Civil engineering	<u>Architect</u>
§-4.1.1.9 –Landscape design	<u>Architect</u>
§-4.1.1.10 –Architectural interior design	<u>Architect</u>
§-4.1.1.11 –Value analysis	
§-4.1.1.12 –Detailed cost estimating beyond that-__required in Section 6.3	
§-4.1.1.13 –On-site project representation	
§-4.1.1.14 –Conformed documents for construction	
§-4.1.1.15 –As-designed record drawings	
§-4.1.1.16 –As-constructed record drawings	
§-4.1.1.17 –Post-occupancy evaluation	

§ 4.1.1.18 - Facility support services	
§ 4.1.1.19 - Tenant-related services	
§ 4.1.1.20 - Architect's coordination of the Owner's consultants	
§ 4.1.1.21 - Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22 - Security evaluation and planning	<u>Architect</u>
§ 4.1.1.23 - Commissioning	
§ 4.1.1.24 - Sustainable Project Services pursuant to Section- 4.1.3	
§ 4.1.1.25 - Fast-track design services	
§ 4.1.1.26 - Multiple bid packages	
§ 4.1.1.27 - Historic preservation	
§ 4.1.1.28 - Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29 - Other services provided by specialty Consultants	
§ 4.1.1.30 - Other Supplemental Services	

~~§~~ 4.1.1.7 - Development of Building Information Models for ___ post construction use

~~§~~ 4.1.2 Description of Supplemental Services

~~§~~ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

~~§~~
Refer to Exhibit A

~~§~~ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

PAGE 14

~~§~~
None.

~~§~~ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

~~§~~ 4.2 Architect's Additional Services

~~§~~ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 –Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 –Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 –Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 –Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 –Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 –Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 –Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 –Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 –Evaluation of the qualifications of entities providing bids or proposals;
- .10 –Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 –Assistance to the Initial Decision Maker, if other than the Architect.

§–4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

- .1 –Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;
- .2 –Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 –Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 –Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 –Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§–4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 –(two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the

Contractor

- .2 ~~(→)~~ Bi-Weekly visits to the site by the Architect during construction

PAGE 15

- .3 ~~(→)~~ two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(→)~~ two (2) inspections for any portion of the Work to determine final completion.

~~§~~ **4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

~~§~~ **4.2.5** If the services covered by this Agreement have not been completed within ~~(twenty four (24))~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

~~ARTICLE~~ **5** ~~OWNER'S~~ **RESPONSIBILITIES**

~~§~~ **5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

~~§~~ **5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

~~§~~ **5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~§~~ **5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§~~ **5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

~~§~~ **5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

~~§~~ **5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§-5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. While the Architect shall coordinate its own work with that of the professional services of all consultants on the Project whether retained by the Owner or Architect, this coordination shall not absolve or release contractors or other design professionals from complying with their respective standards of care. The Architect is not responsible for errors and omissions of consultants it does not retain. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. The Architect further retains the right to terminate any consultant assigned to the Architect by Owner.

PAGE 16

§-5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§-5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§-5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§-5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§-5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§-5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§-5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE-6 COST-OF-THE-WORK

§-6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, shall be prepared by the Architect, Owner, the Owner's cost estimator or the Contractor. If requested by the Owner, the Architect may review and comment upon such evaluations and estimates of the Owner's budget and/or estimates of the Cost of the Work. The Architect's review and comment represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market,

or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

~~§ 6.3~~ In preparing estimates of the Cost of Work, the ~~Architect~~ Owner, the Owner's cost estimator or the Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to ~~include~~ recommend design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The ~~Architect's~~ Owner's, the Owner's cost estimator's or the Contractor's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the ~~Architect~~ Contractor or cost estimator shall provide such an estimate, ~~if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

~~§ 6.4~~ If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

~~§ 6.5~~ If at any time the ~~Architect's~~ estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, upon the Owner's further request, the Architect ~~shall~~ may, as an Additional Service, make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and Contractor in making such adjustments.

PAGE 17

~~§ 6.6~~ If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- ~~.1~~ give written approval of an increase in the budget for the Cost of the Work;
- ~~.2~~ authorize rebidding or renegotiating of the Project within a reasonable time;
- ~~.3~~ terminate in accordance with Section 9.5;
- ~~.4~~ in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- ~~.5~~ implement any other mutually acceptable alternative.

~~§ 6.7~~ If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 – COPYRIGHTS AND ~~The Contractor shall review and price out the Plans and Specifications at **Design Development** and then again at **50% Construction Documents** so to advise the Owner and Architect of any adjustments to the preliminary estimate of Construction Cost. If the estimated Cost of Construction exceeds the Project Budget or Estimated Cost of Construction at these two (2) benchmarks, the Owner may direct the Architect to make revisions necessary to bring the Project into compliance with the Budget at no additional cost to the Owner. However, if the Owner has approved both the Design and the Estimate at these two (2) benchmarks, further revisions to the design and documentation for elements of the Project which had previously been approved by the Owner, necessary to bring the Project into compliance with the budget, will be provided as additional services. In addition, if the Architect introduces a new element to the design and documentation that had not been previously approved by the Owner, and this new element must be deleted or revised to conform to the previously approved budget, the Architect shall make such revisions at no additional cost to the Owner. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

§ 6.7 Value Engineering and/or Owner Directed Changes. If the Owner retains the services of a Value Engineer (VE) (whether it be a cost estimator, the contractor or otherwise) to review the Construction Documents prepared by the

Architect, it shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity of the VE and shall define the VE's scope of services and responsibilities for the Architect. All recommendations of the VE and all Owner Requested Changes shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations. If the Architect objects to any recommendations made by the VE and/or any Owner Requested Changes, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner requires the incorporation of changes in the Construction Documents to which the Architect has objected, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner. In addition, the Architect shall be compensated, as an additional service, for services necessary to incorporate recommended value engineering changes and owner requested changes into reports, drawings, specifications, bidding or other documents.

ARTICLE 7 COPYRIGHTS AND LICENSES

~~§ 7.1~~ The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

~~§ 7.2~~ The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

~~§ 7.3~~ The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

PAGE 18

~~§ 7.3.1~~ In the event the Owner uses

§ 7.3.1 The Instruments of Services are for use on this Project only. The Owner shall not reuse the Instruments of Service for any other project without the prior written consent of Architect. If the Instruments of Service are used on any other project or are modified without the prior written consent of Architect, the Owner shall defend, indemnify and hold harmless Architect from all claims and damages arising out of or purported to arise out of the modification or the use of the Instruments of Service on the other project(s). Further, all ownership rights and/or license rights to the Construction Documents, Instruments of Service or Project Documents are granted solely to Owner. In the event the Owner uses or modifies the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses or modifications. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise arising from the Owner's use or modification of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if there has been a determination that the Owner rightfully terminates terminated this Agreement for cause under Section 9.4.

~~§ 7.4~~ Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied

under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

~~ARTICLE 8 – CLAIMS AND~~

§ 7.6 If the Architect is terminated or is not allowed to complete all the services called for by this Agreement through no fault of its own or through an assignment of this Agreement to a Purchaser, Owner agrees that the Architect shall not be held responsible for the accuracy, completeness or constructability of the Instruments of Service prepared by the Architect if used, changed or completed by the Owner or by another party.

ARTICLE 8 CLAIMS AND DISPUTES

~~§– 8.1 General~~

~~§– 8.1.1~~ The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

~~§– 8.1.2~~ To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~§ 8.1.3~~ The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

~~§– 8.2 Mediation~~

~~§– 8.2.1~~ Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

PAGE 19

~~§– 8.2.2~~ The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§~~ **8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§~~ **8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

~~[-~~

[] - Arbitration pursuant to Section 8.3 of this Agreement

~~[-~~

] - Litigation in a court of competent jurisdiction

~~[-~~ ~~+] -~~ Other: (Specify)

~~§~~ **8.3 Arbitration**

~~§~~ **8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. The parties further agree that any claims made in arbitration shall be heard by a single arbitrator unless the claim amount exceeds \$500,000.00, in which case the dispute shall be heard by a panel of three arbitrators. Venue for any arbitration shall be in Harris County, Texas, and shall be governed by the law of the State of Texas. The prevailing party shall be entitled to an award of reasonable attorney's fees as well as the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, and witness fees. Should a party to an arbitration fail to pay any prescribed forum fees or deposits including arbitrator compensation, said party shall be barred from raising any affirmative claims and shall be precluded from presenting any evidence or conducting cross-examination of any witness. The paying party, however, shall still be required to present evidence in support of their entire claim proving to the arbitrator(s) satisfaction on both liability and damages. Any dispute as to the arbitrability of any claim shall be resolved by the arbitrator(s).

~~§~~ **8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§~~ **8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

PAGE 20

~~§~~ **8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§~~ **8.3.4 Consolidation or Joinder**

~~§~~ **8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other

arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§~~ **8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§~~ **8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§~~ **8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

~~ARTICLE~~ **9** ~~TERMINATION~~ ~~OR~~ ~~SUSPENSION~~

~~§~~ **9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Owner fail to cure the breach following a suspension, Architect may terminate this Agreement upon an additional seven days' notice.

~~§~~ **9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

~~§~~ **9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.-

~~§~~ **9.4** ~~Either~~ Except as otherwise provided in Article 9, either party may terminate this Agreement upon not less than ~~seventy~~ thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

~~§~~ **9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

~~§~~ **9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

~~§~~ **9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

PAGE 21

.1 -Termination Fee:

~~.2~~

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

~~§~~

~~§ 9.8~~ Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

~~§ 9.9~~ The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

~~ARTICLE 10 MISCELLANEOUS PROVISIONS~~

~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

~~§ 10.2~~ Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction. However, in the event of any conflict between the terms and conditions of this Agreement and the A201, the terms and conditions of this Agreement shall govern and control.

~~§ 10.3~~ The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project or an Owner-related entity if the lender or Owner-related entity agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

~~§ 10.4~~ If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. Architect shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might increase the Architect's risk or the availability or cost of its professional or general liability insurance. As used herein, the word "certify" and/or "certificates" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

~~§ 10.5~~ Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder.

~~§ 10.6~~ ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Architect or any other party encounters any hazardous materials on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.

PAGE 22

~~§ 10.7~~ The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. These provisions shall not apply to information that is in the public domain, or was previously known to and/or generated by any Party.

~~§ 10.8.1~~ The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section-10.8.

ARTICLE 11—COMPENSATION

~~§ 11.1~~ For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
10.10 Indemnification. Except as expressly provided in this agreement, the Architect makes no representation or warranty, express or implied, including without limitation any warranty of fitness for any particular purpose, with respect to the accuracy, liability, or utility of the services provided under this Agreement.

~~.1— Stipulated Sum~~

~~— (Insert amount)~~

~~.2— Percentage Basis~~

~~— (Insert percentage value)~~

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3— Other~~

~~— (Describe the method of compensation)~~

~~§ 11.2~~ For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

~~§~~ Architect shall indemnify, defend and hold harmless Owner and its affiliates, employees, officers, directors, agents, successors and assigns from and against any and all suits, actions, proceedings, losses, damages, claims, fines, penalties, costs and expenses (including reasonable attorneys' fees, investigation and remediation expenses) (collectively "Claims") to the extent caused by or resulting from any act, omission, fault or negligence of Architect, its Consultants, or anyone acting under its direction or control or on its behalf, including but not limited to, Claims for: (i) injuries to or death of any persons (including employees of Architect and any of its Consultants or damage to property, including theft caused by the negligent acts or omissions of Architect or any of its Consultants; (ii) any violation of any law or other governmental requirement by Architect or any of its Consultants; and (iii) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights in connection with the Instruments of Service provided or the Services performed under this Agreement. In no event shall Architect's indemnity and hold harmless obligations, or portions or applications thereof, apply to any cost, claim, loss or liability caused by the willful misconduct or sole negligence of the party indemnified or held harmless. Furthermore, Architect specifically waives any immunity provided against this indemnity by an industrial insurance statute or workers' compensation statute.

The Owner has a duty to indemnify and hold harmless the Architect, including all its affiliates, employees, officers, directors, agents, successors and employees individually, from every claim, demand, damage, lien, cause of action, award, judgement, cost, expense, fee (including reasonable attorneys' fees and expenses) and other loss caused by: 1) any negligent or willful or wrongful act, error, or omission by the Owner or any party for whose conduct the Owner is legally responsible; 2) breach of this Agreement by the Owner; 3) any copyright or patent infringement by the Owner or any party for whose conduct the Owner is legally responsible; 4) any failure to comply with laws (include the laws of the State of Texas), regulations, codes, ordinances, and other requirements of governing authorities by the Owner or any party for whose conduct the Owner is legally responsible; 5) any failure to pay any service, withholding, or other tax by the Owner or any other party for whose conduct the Owner is legally responsible for; and /or 6) any failure by the Owner to pay third parties.

The terms and provisions of indemnifications will survive the expiration or termination of the Agreement.

Neither Owner nor Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

§ 10.11 Limitation of Liability. Unless otherwise more narrowly limited, and notwithstanding any other provision in this agreement, the limit of liability of the Architect to the Owner for any cause or combination of causes shall not exceed, in the total amount, the insurance coverage limits available at the time of judgement plus the fees paid to the Architect on the Project. This limitation of liability applies to all liability arising from the Architect's activities and obligations related to the agreement, including but not limited to, duty arising in contract, warranty, statute and tort (whether such occurrence arises out of the Architect's sole or concurrent negligence or breach of any standard of strict liability). This limitation will survive the agreement. The owner waives and will require its insurers to waive rights of subrogation with respect to, all liability for the owner's consequential, special, indirect, or incidental damages. These damages include, but are not limited to, loss of use, loss of business opportunity, loss of product or output, loss of profit or revenue, cost of capital, and claims of others not a party to the agreement. For the avoidance of doubt, the owner will be entitled to seek and recover only actual damages from the Architect as limited herein.

§ 10.12 Sole Remedy. It is intended by the parties to this Agreement that the Owner's obligations and Architect's services in connection with the Project shall not subject the Owner's or the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and Architect agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the Owner's or Architect's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

§ 11.2 Not Used.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

~~§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:~~

PAGE 24

~~§~~

§ 11.4 Not Used.

§ 11.5 Not Used.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

~~§ 11.6.1~~ When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

~~§ 11.7~~ The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

~~§~~

See Exhibit B – Hourly Rate Schedule

§ 11.8 Compensation for Reimbursable Expenses

~~§ 11.8.1~~ Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 –Transportation and authorized out-of-town travel and subsistence;
- .2____–Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 –Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 –Printing, reproductions, plots, and standard form documents;
- .5____–Postage, handling, and delivery;
- .6 –Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 ___–Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 ___–If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 ___–All taxes levied on professional services and on reimbursable expenses;
- .10 ___–Site office expenses;
- .11 ___–Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 ___–Other similar Project-related expenditures.

§ ~~11.8.2~~ For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ~~ten~~ percent (~~10~~ %) of the expenses incurred.

§ ~~11.9~~ **Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

PAGE 25

§

§ ~~11.10~~ **Payments to the Architect**

§ ~~11.10.1~~ **Initial Payments**

§ ~~11.10.1.1~~ An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice. ~~Not used.~~

§ ~~11.10.1.2~~ If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred. ~~Not used.~~

§ ~~11.10.2~~ **Progress Payments**

§ ~~11.10.2.1~~ Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid (~~thirty~~ 30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~%~~

§ ~~11.10.2.2~~ The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts ~~in a binding dispute resolution proceeding by a court of competent jurisdiction or other tribunal. In any event, the Owner shall not withhold payments to the Architect pertaining to this Project to offset amounts in dispute under a separate Project. If the Owner disputes any portion of a progress payment, the Owner shall tender payment for the undisputed portion consistent with this Agreement. As to a disputed portion of a progress payment, Owner shall notify Architect within 14 (fourteen) days of receipt of the Architect’s Invoice as to the nature and scope of Owner’s dispute with said invoice and the parties shall endeavor to resolve such payment dispute within 30 (thirty) days of receipt of the~~

Owner's notice of dispute.

§ ~~11.10.2.3~~ Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE ~~12~~ SPECIAL ~~TERMS~~ ~~AND~~ ~~CONDITIONS~~

ARTICLE ~~13~~ SCOPE ~~OF~~ ~~THE~~ ~~AGREEMENT~~

§ ~~13.1~~ This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ ~~13.2~~ This Agreement is comprised of the following documents identified below:

- ~~.1~~ –AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2~~ –~~Building Information Modeling Exhibit, if completed;~~ Exhibit A – Scope of Work
- ~~.3~~ –~~Exhibits:~~
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 –AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)

 –Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- ~~.4~~ –Other documents:
(List other documents, if any, forming part of the Agreement.)
Exhibit B – Hourly Rate Schedule

PAGE 26

- ~~.4~~ Exhibit C – Conceptual Design Package

Variable Information

PAGE 1

AGREEMENT made as of the 27 day of January in the year 2026

1025 Campbell Road

PAGE 5

None.

None.

§ ~~2.5.1~~ Commercial General Liability with policy limits of not less than ~~(\$ one million (\$ 1,000,000))~~ for each occurrence and ~~(\$ two million (\$ 2,000,000))~~ in the aggregate for bodily injury and property damage.

§ ~~2.5.2~~ Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ one million (\$ 1,000,000))~~ per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

~~§ 2.5.5~~ Employers' Liability with policy limits not less than ~~(\$ one million (\$ 1,000,000)~~ each accident, ~~(\$ one million (\$ 1,000,000)~~ each employee, and ~~(\$ two million (\$ 2,000,000)~~ policy limit.

~~§ 2.5.6~~ Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$) one million (\$ 1,000,000)~~ per claim and ~~(\$ two million (\$ 2,000,000)~~ in the aggregate.

PAGE 14

~~§~~
None.

- .1 ~~(two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

PAGE 15

- .3 ~~(two (2)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(two (2)~~ inspections for any portion of the Work to determine final completion.

~~§ 4.2.5~~ If the services covered by this Agreement have not been completed within ~~(twenty four (24)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 21

All outstanding balances for services rendered up to the notice of Termination.

None.

PAGE 24

As agreed to in writing under separate agreement.

~~§ 11.8.2~~ For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (- 10 %) of the expenses incurred.

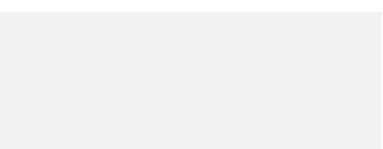
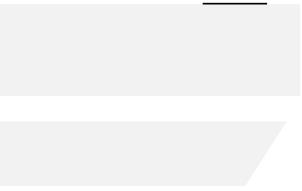
PAGE 25

None.

~~§ 11.10.2.1~~ Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(thirty (30)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Five Percent (5%)

None.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:46:21 CST on 01/13/2026 under Order No. 20240087531 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

(6966caf26a446cd0f36892ff)

January 27, 2026

John McDonald
City Administrator
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055
p. +1 713-465-5306
e. jmcdonald@springvalleytx.com

HOUSTON

820 Gessner Rd.
Suite 775
Houston, Texas 77024

+1 346 708 8241

RE: City of Spring Valley Village – EXHIBIT A – Scope of Work

Project Number: SPRCIT00353

John,

We appreciate the opportunity for Project Luong (the “Architect”) to continue to work with the City of Spring Valley Village, Texas (the “Owner”) on the Conceptual Design of the Public Works Facility (the “Project”). This scope of work is based on our completed conceptual design including our ongoing calls and background documents provided by the Owner.

ARTICLE 1 SCOPE OF WORK

§1.1 The Owner has previously retained the Architect under a separate agreement dated June 27, 2025 to provide conceptual design services for the City of Spring Valley Village for a proposed new public works facility. The Architect has completed that conceptual design, which the City has accepted as the basis of this Scope of Work.

§1.2 The new public works building will be located on the site of the existing facility and aligned up against the west side of the property adjacent to the existing park area. The new construction will take place outside of the TCEQ boundary for the current water plant – with no work proposed within the boundary. No changes to the current driveway access from the adjacent church property are anticipated. The site will reconstruct the gated access and corresponding fence separating the public works area from the church parking lot.

§1.3 The Architect assumes that the City will secure all of the necessary planning and zoning approvals for the construction of the new building. The Architect will provide support for securing any planning and zoning approvals as an hourly add service approved in writing by the City.

§1.4 The Architect worked with the Civil Engineer (under separate contract with the City) to provide a survey of the existing public works facility and water plant area. The Architect assumes that all utilities are provided for on site, and that no additional construction activities will be necessary outside of the existing public works fenceline – except for the reconstruction of parts of the public park adjacent to the building within the park area.

§1.5 The City is currently engaged to provide data and power to the existing public works building. The Architect has worked with the City and their existing consultants to coordinate a conduit from the existing electrical service into the current building that will be used for the new construction of the new facility.

§1.6 No additional detention is anticipated as part of this project. The existing flatwork of the public works yard will be preserved to the extent possible, and new drainage will be provided for the surface lot to ensure proper sheet flow into the stormwater system.

§1.7 The proposed new building is anticipated to be elevated above the existing finish elevation of the existing flatwork of the public works service yard to ensure proper drainage of the site away from the building.

§1.8 The proposed new building is approximately 7,000 square feet, and will be Type II-B construction with CMU masonry walls and steel framed roof / attic spaces. The program for the building is included in Exhibit C – Conceptual Design Package. The building will be provided with heated space within the working bays, and fully conditioned within the office and interior spaces – including the attic. The building will be provided with a fire sprinkler system and fire alarm. No dedicated backup power generator will be included, instead the building will be provided with a transfer switch for a portable generator to be used on an ad-hoc basis.

§1.9 No hazardous materials are anticipated to be stored within the facility in such quantities as to affect the life safety assumptions stated in this scope of work. The Architect shall provide a hazardous chemical storage locker for use by the City. No other chemicals or agents are assumed to be stored outside of the provided locker.

§1.10 Each of the truck bays provided within the building shall be tied to a combined sand-oil separator and drained into the city's sanitary system in accordance with TCEQ guidelines. Truck bays will be provided with power and air via compressor hoses. No additional individual truck service features shall be provided.

§1.11 The finish materials for the proposed building include stone veneer to match the existing aesthetic of the City Hall on the same property, with corresponding metal panels, translucent panels, and metal roofing.

§1.12 The Architect shall work with the City's staff to integrate the building into the existing IT and access control system shared by all City facilities. No security cameras are anticipated in this project.

§1.12.1 The City has requested the Architect to provide Furniture, Fixture, and Equipment design, selection, bidding, and installation management for the project. FFE scope will include the buildings and the site furnishings.

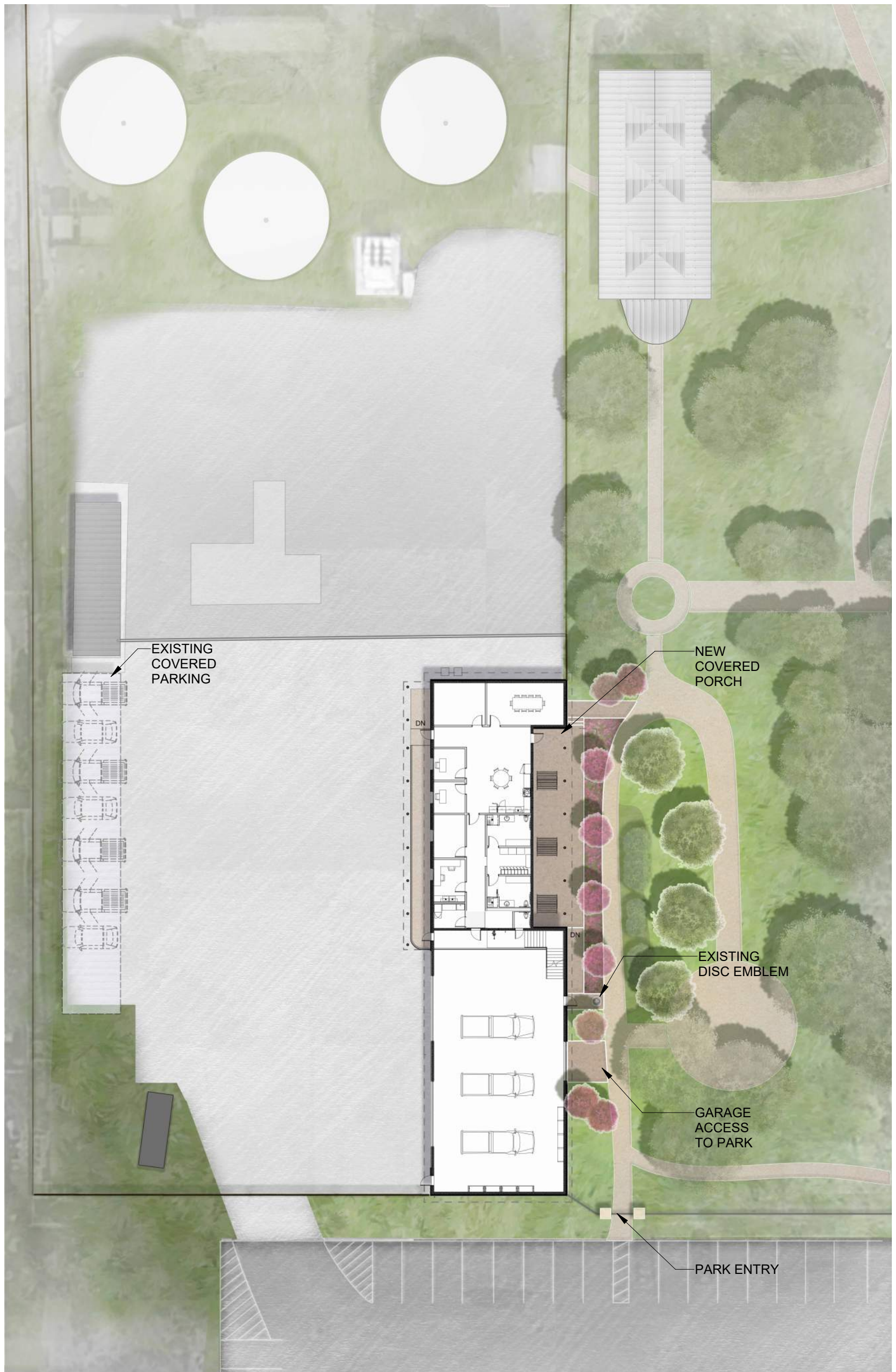
§1.12.2 Two interior design layouts will be provided for each space identified above. Any additional layouts requested will be done at the hourly rates included in the original executed contract.

§1.12.3 FFE selection and coordination will be done by the Architect. The Architect will identify furniture for each interior design layout as approved by the Owner. The Architect will provide a bidding list to multiple vendors for each proposed piece of furniture and work with the owner to award the furniture bid. All purchases are to be made directly by the Owner. The Architect is not responsible for the storage, direct delivery, or handling of the selected and purchased furniture by the Owner.

§1.13 The anticipated cost of the work is estimated to be between \$3,000,000 and \$3,500,000.

§1.14 The Owner has not yet indicated their preferred procurement method for this project. The Architect will work with the City to advertise the project in whichever manner they decide to do so.

§1.15 The anticipated design and construction milestones are included in the schedule on the following page.



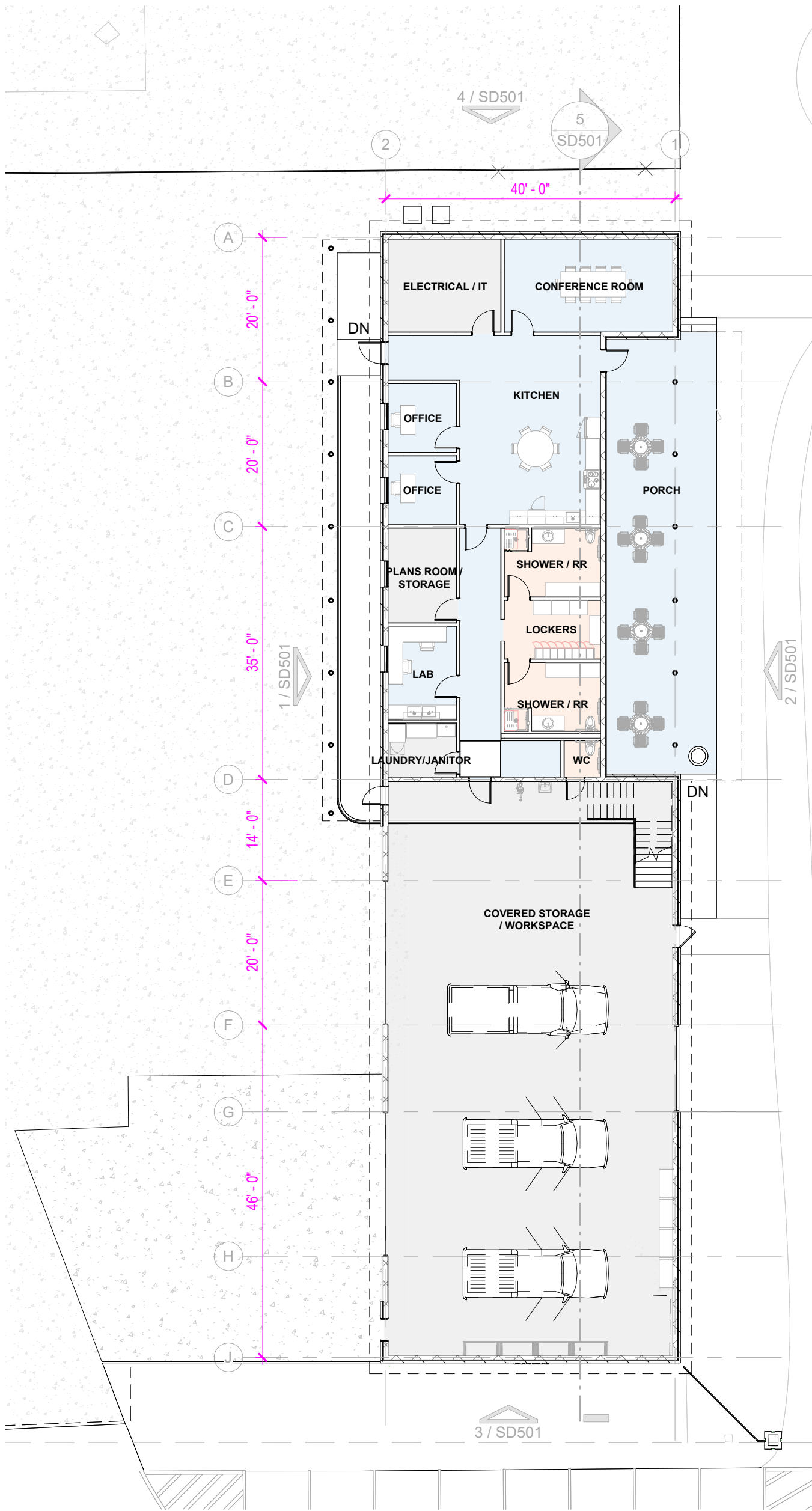
SPRING VALLEY VILLAGE

SITE PLAN

SD101

2026/01/14





ROOM SF

NAME	AREA
LEVEL 01	
CONFERENCE ROOM	299 SF
CORRIDOR	116 SF
CORRIDOR	237 SF
COVERED STORAGE / WORKSPACE	3140 SF
ELECTRICAL / IT	200 SF
ENTRY	186 SF
KITCHEN	268 SF
LAB	122 SF
LAUNDRY/JANITOR	70 SF
LOCKERS	108 SF
OFFICE	90 SF
OFFICE	90 SF
PLANS ROOM / STORAGE	124 SF
PORCH	924 SF
SHOWER / RR	125 SF
SHOWER / RR	125 SF
WC	25 SF
ATTIC	
ATTIC STORAGE	2222 SF

GROSS SF

NAME	AREA
CONDITIONED	2549 SF
COVERED	1155 SF
UNCONDITIONED	3339 SF
TOTAL GROSS SF	7043 SF

DEPARTMENT LEGEND

	PROGRAM
	RESTROOM
	SUPPORT

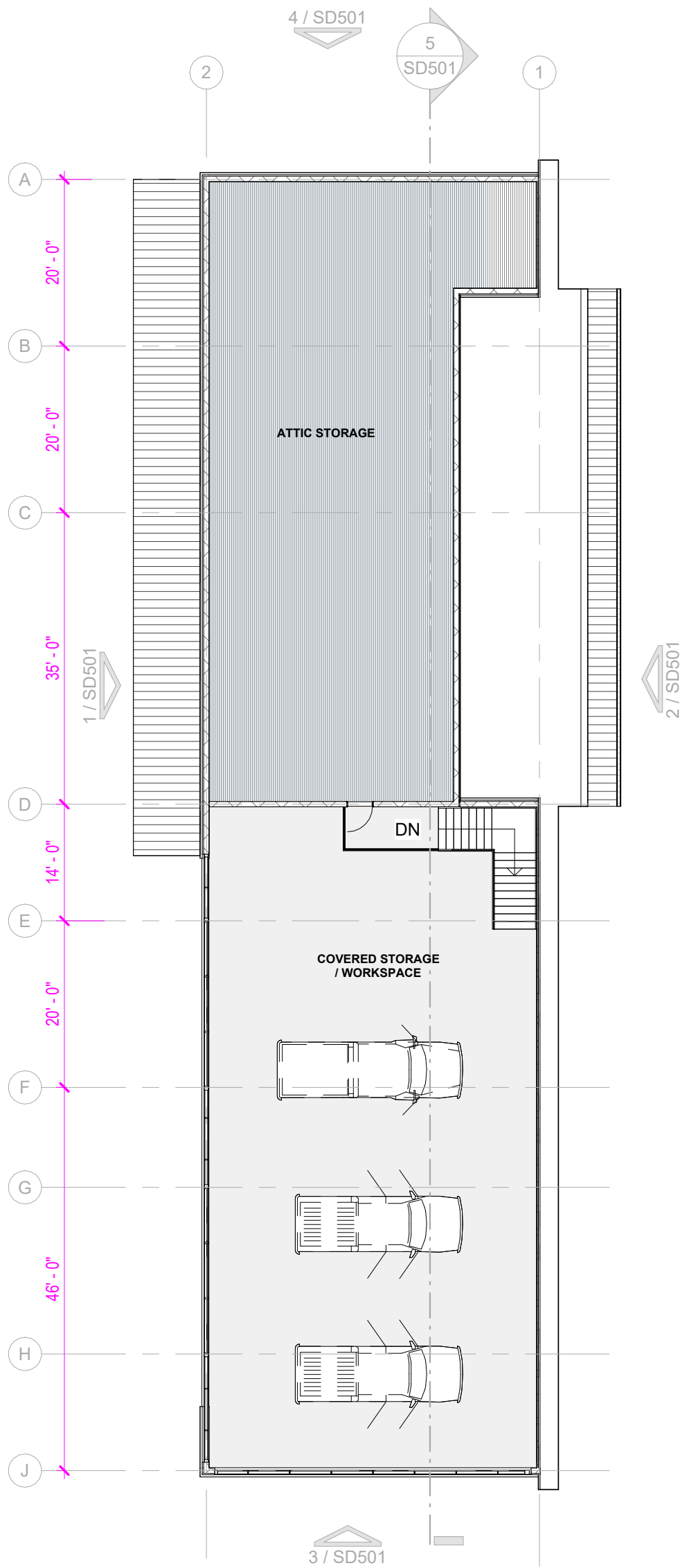
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SPRING VALLEY VILLAGE
LEVEL 01 - FLOOR PLAN
SD201

2026/01/14





ROOM SF

NAME	AREA
LEVEL 01	
CONFERENCE ROOM	299 SF
CORRIDOR	116 SF
CORRIDOR	237 SF
COVERED STORAGE / WORKSPACE	3140 SF
ELECTRICAL / IT	200 SF
ENTRY	186 SF
KITCHEN	268 SF
LAB	122 SF
LAUNDRY/JANITOR	70 SF
LOCKERS	108 SF
OFFICE	90 SF
OFFICE	90 SF
PLANS ROOM / STORAGE	124 SF
PORCH	924 SF
SHOWER / RR	125 SF
SHOWER / RR	125 SF
WC	25 SF
ATTIC	
ATTIC STORAGE	2222 SF

GROSS SF

NAME	AREA
CONDITIONED	2549 SF
COVERED	1155 SF
UNCONDITIONED	3339 SF
TOTAL GROSS SF	7043 SF

DEPARTMENT LEGEND

- PROGRAM
- SUPPORT

0 8'-0" 16'-0" 32'-0"



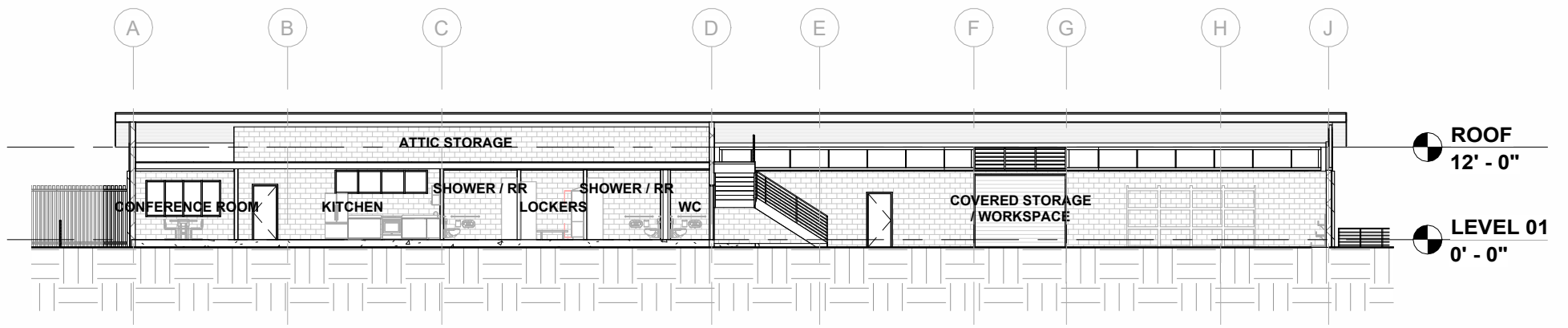
SPRING VALLEY VILLAGE

ATTIC - FLOOR PLAN

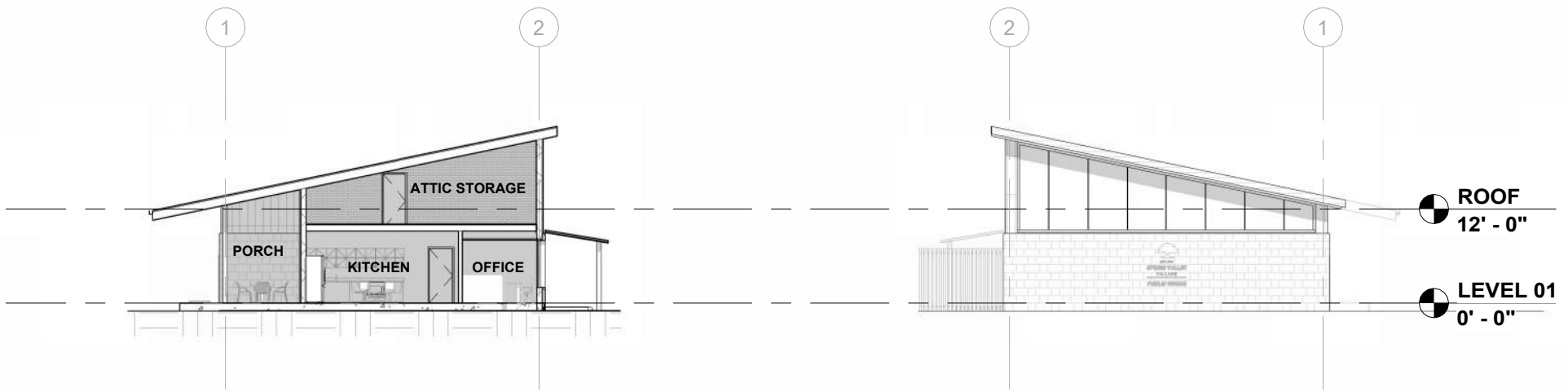
SD202

2026/01/14

**PROJECT
LƯƠNG**

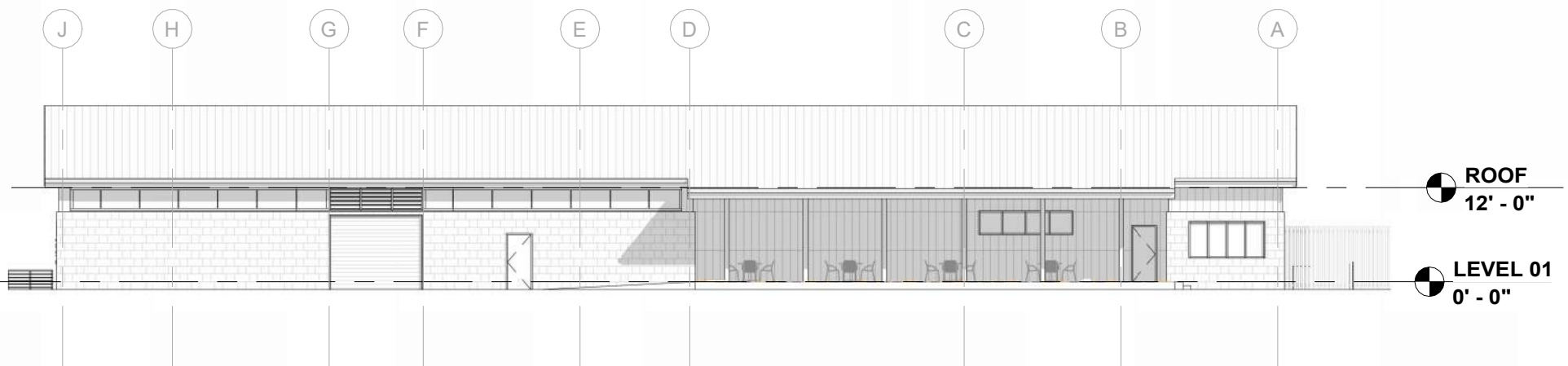


BUILDING SECTION 2 | 5
1" = 20'-0"

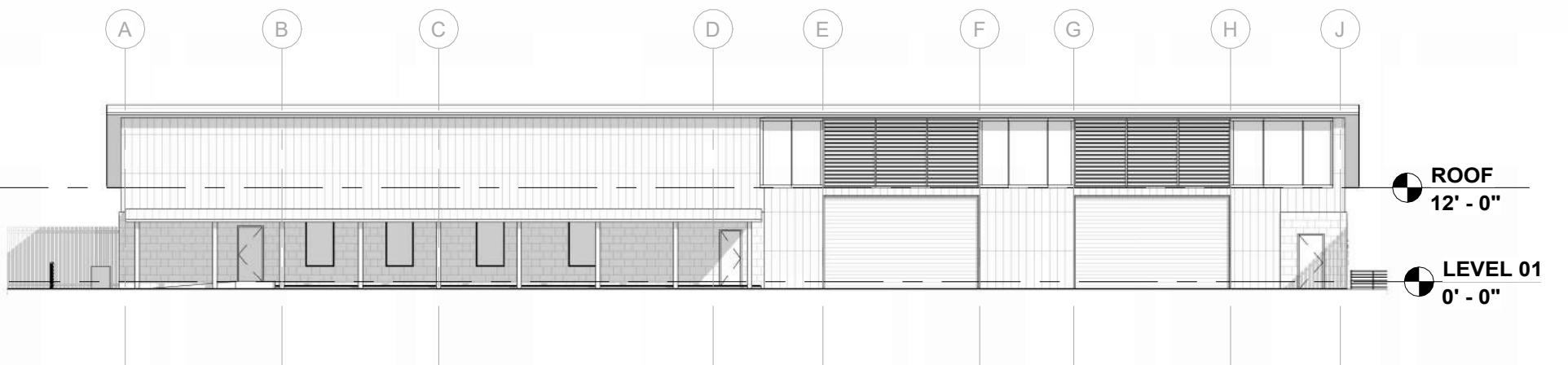


BUILDING SECTION 1 | 4
1" = 20'-0"

SOUTH ELEVATION | 3
1" = 20'-0"



EAST ELEVATION | 2
1" = 20'-0"



WEST ELEVATION | 1
1" = 20'-0"



SPRING VALLEY VILLAGE

EXTERIOR RENDERING - VIEW FROM PARK 1

SD502

2026/01/14





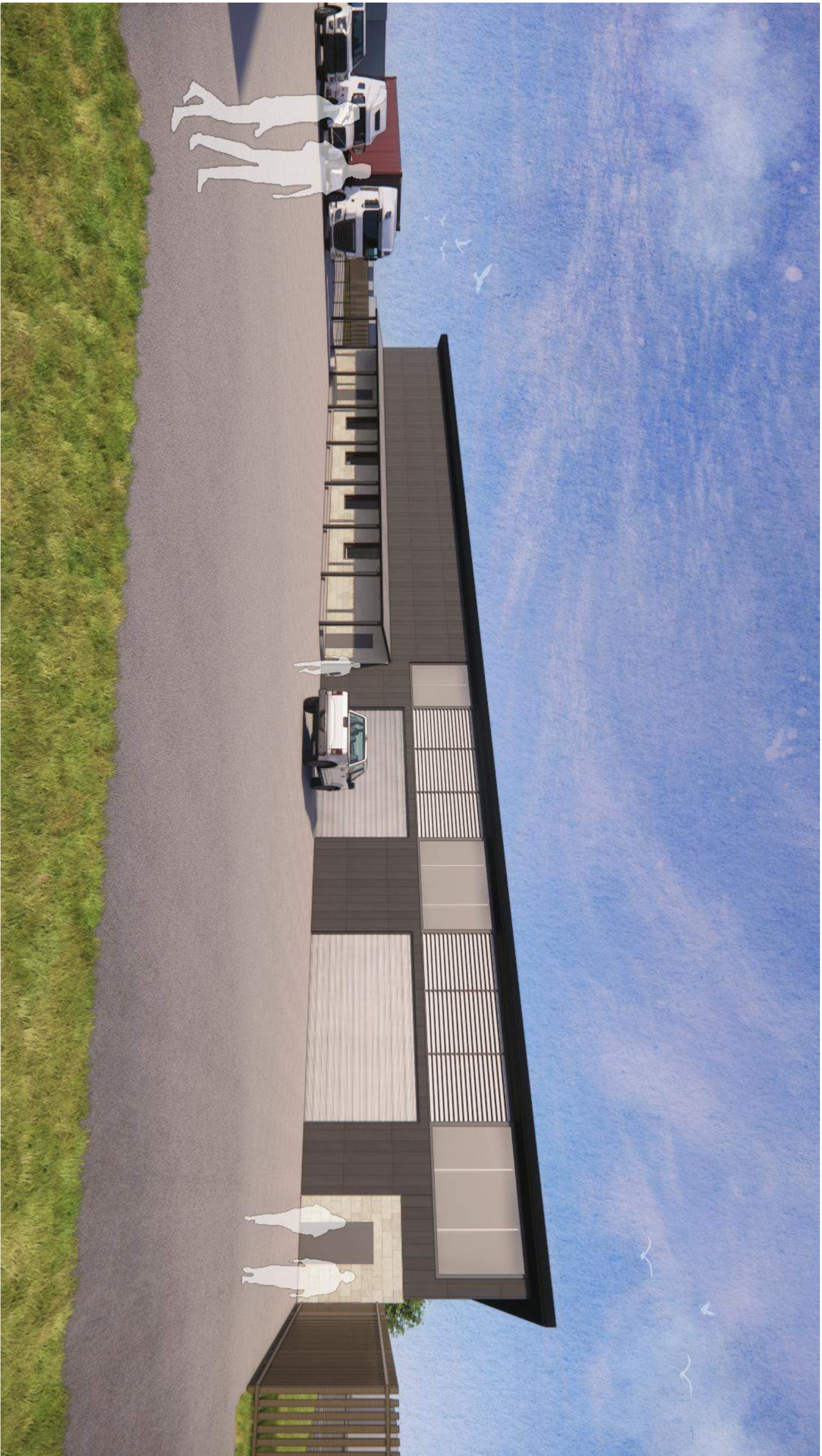
SPRING VALLEY VILLAGE

EXTERIOR RENDERING - VIEW FROM PARK 2

SD503

2026/01/14





SPRING VALLEY VILLAGE

EXTERIOR RENDERING - PUBLIC WORKS YARD

SD504

2026/01/14



RESOLUTION NUMBER 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF SPRING VALLEY VILLAGE AND PROJECT LUONG ARCHITECTS, LLC FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE NEW PUBLIC WORKS FACILITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with an Agreement for professional architectural design services for the new Public Works Facility by and between the City of Spring Valley Village, Texas and Project Luong Architects, LLC (“Project Luong”) (hereinafter called “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement on behalf of the City of Spring Valley Village.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Proposal, having been reviewed by the City Council of the City of Spring Valley Village and found to be acceptable and in the best interests of the City of Spring Valley Village and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Proposal and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Proposal as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Proposal.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ___ day of _____, 2026.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

11.1 Basic Service Fee Table

Service	Scope	Schematic Design	Design Development	Construction Documents	Bidding / Permitting	Construction Administration	Total
Basic	Civil Engineering	\$ 11,700.00	\$ 15,600.00	\$ 31,200.00	\$ 3,900.00	\$ 15,600.00	\$ 78,000.00
	Building Design	\$ 42,750.00	\$ 57,000.00	\$ 114,000.00	\$ 14,250.00	\$ 57,000.00	\$ 285,000.00
Basic Total		\$ 54,450.00	\$ 72,600.00	\$ 145,200.00	\$ 18,150.00	\$ 72,600.00	\$ 363,000.00
Supplemental	Geotechnical Engineering	\$ 25,000.00					\$ 25,000.00
	Construction Material Testing					\$ 25,000.00	\$ 25,000.00
	Furniture, Fixtures, Equipment	\$ 3,000.00	\$ 4,000.00	\$ 8,000.00	\$ 1,000.00	\$ 4,000.00	\$ 20,000.00
Supplemental Total		\$ 28,000.00	\$ 4,000.00	\$ 8,000.00	\$ 1,000.00	\$ 29,000.00	\$ 70,000.00
Grand Total		\$ 82,450.00	\$ 76,600.00	\$ 153,200.00	\$ 19,150.00	\$ 101,600.00	\$ 433,000.00

Note: A budget of \$25,000 is recommended for all reimbursable expenses anticipated under this contract.



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 24, 2026
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION</p> <p>CONCERNING: Ordinance No. 2026-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2026, GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 2, 2026, GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.</p>

BACKGROUND:	<p>During the candidate application filing period of January 14 to February 13, 2026, the City received only one application for each open position in the General Election. We received applications from the following (listed in order of the date the application was received):</p> <ul style="list-style-type: none"> • Joy McCormack (Council Member position) • Allen Carpenter (Council Member position) • David Dominy (Mayor position) <p>Additionally, the City received no write-in candidate applications by the February 17, 2026, filing deadline.</p> <p>Since all the applicants are unopposed, the City may cancel the General Election for this year. On Election Day, Saturday, May 2nd, a notice will be posted on the front doors of City Hall to inform residents that the election has been canceled. The notice will also be posted on the City's website. The applicants were informed and will be sworn in at the May 26, 2026, City Council meeting.</p>
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ATTACHMENTS:	Ord. 2026-XX Cancelling Election, 2026 Certificate of Unopposed Candidates
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FUNDING:	
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Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: Staff recommends approval of the Ordinance.

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2026, GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 2, 2026, GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the general city election was called for May 2, 2026, for the purpose of electing a Mayor and two (2) members to the City Council for full terms in the general election; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters contained in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein.

Section 2. The following candidates, who are unopposed in the May 2, 2026, General City Election, are declared elected to office and shall be issued certificates of election following the time the election would have been canvassed:

MAYOR

David Dominy (two-year term)

COUNCIL MEMBERS, AT LARGE

Allen Carpenter (two-year term)

Joy McCormack (two-year term)

Section 3. The May 2, 2026, General City Election is canceled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on Election Day at each polling place that would have been used in the election.

Section 4. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any

phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

Section 5. This Ordinance shall take effect upon its final passage, and it is so ordained.

DULY PASSED, APPROVED, AND ADOPTED this the 24th day of February 2026.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**


To: Presiding Officer of Governing Body
Al: *Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2026

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 2 de Mayo 2026

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Mayor	David Dominy
Council Member	Allen Carpenter
Council Member	Joy McCormack


Signature (Firma)

Jasmin Torres
Printed name (Nombre en letra de molde)

City Secretary
Title (Puesto)

2/18/2026
Date of signing (Fecha de firma)

See reverse side for instructions
(Instrucciones en el reverso)

