



September 17, 2025

Mr. Kevin Lynch
Splendora ISD
23419 FM 2090
Splendora, TX 77372

**RE: Proposal for Engineering and Surveying Services for
Splendora ISD Support Services
Montgomery County, Texas**

Mr. Lynch:

We are pleased to provide our proposal for land planning, landscape architecture, engineering and surveying services to Splendora ISD. Services are in connection with the development of the Support Services Buildings located in the City of Splendora ETJ and within Montgomery County off of Cox Street.

The following is a summary of our project understanding and client objectives, jurisdictional considerations, scope of services, fee summary, and contract and special conditions for your consideration.

Scope of Services and Fees

Based on our understanding of the project and your goals, we anticipate the following items will be provided by others for our use in design of the improvements:

- Environmental Site Assessment Report.
- Geotechnical Investigation and Report
- Building Footprints in Electronic Format (CADD).
- Current Title Commitment
- Traffic Impact Analysis "TIA"
- Structure Designs for Retaining Walls
- Site Lighting and/or Photometric Plan
- Plans & Documents not specifically defined in the Tasks below

We prepared the following scope of services as outlined below:



DUE DILIGENCE PHASE

1. SITE INVESTIGATION (I)

\$10,000 (LS)

- a. Consult with Client to understand Client's requirements for the Project and review available documents and data.
- b. Advise Client as to the necessity of obtaining the following consultants' services
 - Environmental Consultant (Investigation, Phase I Study)
 - Wetlands Consultant (Delineation and Report)
 - Soils Engineer
 - Forester (Tree Survey and Report)
 - Traffic Engineer (Traffic Report)
 - Landscape Architect (Landscaping Plans)
 - Archaeological Consultant (Historic Preservation)
- c. Identify the requirements of governmental authorities having jurisdiction over the Project.
- d. Review locations and capacities of existing water & sewer infrastructure and provide a preliminary determination if the existing infrastructure can serve the proposed development.
- e. Investigate highway access availability and right-of-way dedication requirements.
- f. Investigate stormwater detention/outlet requirements of the municipality and provide Preliminary Plan(s) for detention basin sizing.
- g. Review the municipal subdivision codes relating to public improvements.
- h. Meet with the Client and governmental officials to discuss availability, capacity, and design requirements for off-site water system, sanitary sewerage system and highway access improvements.
- i. Furnish a letter report detailing the findings of Engineer and review them with the Client.

2. CONCEPTUAL LAND PLAN (CLP)

\$5,500 (LS)

We will prepare a conceptual land plan based on Client direction and based on readily available topographical and boundary information. This stage will produce a conceptual land plan prepared by the design team that could be used for informal submittals to the municipality for review and conceptual/sketch plan approval.

PRELIMINARY DESIGN PHASE

3. PRELIMINARY ENGINEERING PLANS (P)

\$19,500 (LS)

Based on the current Land Plan, we will prepare preliminary engineering plans including:

- a. Preliminary Water Distribution System Improvements
- b. Preliminary Sanitary Sewer Collection Improvements
- c. Preliminary Stormwater Collection, Detention and Outlet Improvements

All revisions to the Preliminary Engineering after initial completion by the Engineer would be completed as an additional service.

4. PRELIMINARY STORMWATER MANAGEMENT (PSW)

\$9,500 (LS)

This preliminary phase shall include preliminary determination of the required detention, compensatory storage, best management practices (BMPs), impacts of the stormwater



management facilities on wetlands and floodplains, and the preliminary sizing of structures associated with stormwater management as follows:

- a. Prepare preliminary existing and proposed topographic maps of the project site's watershed and perform hydrologic and/or hydraulic analyses of the design storm to determine existing and proposed drainage stormwater conditions.
- b. Using local standards, compute the required detention volume for the project based on the proposed disturbed area and impervious cover.
- c. Prepare a Preliminary Stormwater Management Plan(S) for submittal and review by the City.
- d. Attend up to 2 meetings with the local jurisdictions to discuss site drainage.

5. PRELIMINARY OPINION OF PROBABLE COST (PEOPC) \$2,500 (LS)

After Client's approval of the Preliminary Engineering Plans, prepare a Preliminary Engineer's Opinion of Probable Cost (one time).

FINAL DESIGN PHASE

6. ON-SITE FINAL ENGINEERING PLANS (D) \$49,500 (LS)

This fee assumes that the Final Engineering would be prepared and permitted in 1 set of construction plans. Plans will include:

- a. CADD Generated Final Engineering Plans for the master infrastructure (Access road, wet utility stubs and master detention basin) to serve the project including the first 30,000 SF Building and associated parking
 - i) Access Roads
 - ii) Paving & Sidewalks
 - iii) Sanitary Sewer Collection System
 - iv) Water Distribution System
 - v) Stormwater Collection
 - vi) Stormwater Detention
 - vii) Grading Plan and Site Drainage

- b. Specifications and Construction Details

Note:

- This task does not include the structural design for retaining walls. For retaining walls, we will provide the limits of the retaining wall and top and bottom finished grade elevations along wall.
- The fee provided assumes a maximum of 2 rounds of reviews provided we have addressed all city comments from prior City markups. Additional revisions will be billed on an hourly basis.

7. FINAL STORMWATER MANAGEMENT (SW) \$15,500 (LS)

This phase shall include a final determination of the required detention, compensatory storage, best management practices (BMPs), impacts of the stormwater management



facilities on wetlands and floodplains, and the sizing of structures associated with stormwater management as follows:

- a. Prepare detention design and calculations including flood route and overflow swales.
- b. Prepare final Stormwater Management plans including the design of on-site stormwater detention facilities and control structures to be included in the construction drawings.
- c. Assistance in obtaining final approvals from the Permitting Authority.

8. EARTHWORK ANALYSIS (EA) \$3,500 (LS)

Prepare calculations in order to provide an estimate of topsoil stripping, earth excavation and fill quantities for the proposed grading design. The fee for this phase assumes we will be provided with the houseline product, spoil calculations and mass grading sections. If these are not provided, then these would be completed as an additional service.

9. FINAL ENGINEER'S OPINION OF PROBABLE COST (EOPC) \$2,500 (LS)

Prepare an Engineer's Opinion of Probable Cost, after initial completion of Final Engineering Plans and again after final permits have been obtained.

10. STORMWATER POLLUTION PREVENTION PLAN PHASE (SWPPP) \$3,500 (LS)

This phase would include the following:

- a. Preparation of a SWPPP for the project as outlined in the General NPDES Permit No. TXR150000 as detailed below:
 - i) Provide a description of the site including the nature, extent, and sequence of construction activities, and the drainage pattern, quality, and location of stormwater discharges from the site, both during and after construction.
 - ii) Prepare a description of the proposed erosion, sediment, and stormwater management controls to be used at the site.
 - iii) Prepare a description of the procedures to maintain the good and effective operation of the control measures described above.

The Client shall be responsible for obtaining the contractor's and subcontractor's signed certification statements to be made part of the SWPPP.

This fee does not include the installation of the controls or execution of the maintenance procedures described within the SWPPP, all of which shall be the responsibility of the contractor or Client.

Revisions to the SWPPP due to site plan changes or in connection with NPDES compliance monitoring during construction would be provided as an additional service.

MEETINGS, PROCESSING, & COORDINATION

11. MEETINGS AND PROCESSING (MT) \$7,000 (T&M)

During the entitlement process, a variety of documents, plans, and exhibits are required to obtain approval from permitting authorities. The following tasks will allow for effort needed to



correspond with the project team and permitting authorities to gain project approval and permits.

This phase will cover any of the following:

- a. Attendance at City / County meetings for project approval including meetings with DRC, Engineering and Planning Staff.
- b. Project Team Correspondence, meetings and conference calls.
- c. Processing of any site plan, and civil engineering plans.
- d. Other meetings as requested by the Client

12. PROPOSED FRANCHISE UTILITY COORDINATION (UC)

\$5,000 (T&M)

This phase includes assisting the Client in obtaining information on the proposed utility improvements for servicing the site or being relocated due to proposed improvements. Tasks would include coordination with the utility companies, providing copies of plans or plats to utility companies for mark up by the utility companies, depicting the utility design prepared by others on our plans as necessary and noting potential conflicts that may occur. This phase does not include the design of any utility providing service to the site or relocation due to the highway improvements.

13. CONSULTANT COORDINATION (C)

\$7,000 (T&M)

This task will allow for effort needed to provide the following services:

- a. Advise Client as to the necessity of Client's providing or obtaining from others services, and assist Client in obtaining services from:
 - i) Environmental Consultant (Investigation, Phase I Study)
 - ii) Wetlands Consultant (Delineation and Report)
 - iii) Forester (Tree Survey and Report)
 - iv) Traffic Engineer (Traffic Report)
 - v) Landscape Architect (Landscaping Plans)
 - vi) Archaeological Investigation
 - vii) Endangered Species Investigation
 - viii) Geotechnical Engineer
- b. Assist in obtaining proposals from required consultants.
- c. Assist with the coordination of required consultants.

SUBCONSULTANTS

14. LANDSCAPE AND IRRIGATION CONSULTANT (SUB2)

We will Sub-Consult with TALSON DESIGN to complete the following tasks:

A. Final Landscape Plan

\$9,500 (LS)

Prepare one Final Landscape Plan. The Landscape Architect shall prepare final construction documents based upon the approved Preliminary Landscape Plan that will include detailed drawings for installation, and sheet-type specifications. All revisions to



the Landscape Plan, including site plan changes, after initial completion by the Landscape Architect would be completed as an additional service.

B. Irrigation Plan

\$2,500 (LS)

Provide working drawings for irrigation construction for each of the project areas identified in the exhibit. The package will include:

- i) Irrigation plans utilizing public water source, providing irrigation head, pipe layout and sizing
- ii) Provide sleeve layout and sizing, controller location and details pertaining to installation
- iii) Provide detailed written technical specifications for installation of irrigation
- iv) Review and approve irrigation shop drawings.

BID & CONSTRUCTION PHASE

15. CONSTRUCTION COORDINATION & OBSERVATION PHASE (CO)

\$10,000 (T&M)

This phase would include any of the following items and would be completed, as requested by client, on a Time and Material Basis:

- a. Provide Plans and Specifications for Bidding.
- b. Consult with bidders Concerning Intent of Plans and Specifications
- c. Consult with client Concerning Acceptability of Contractors
- d. Review shop drawings, results, tests and required observations which the Contractor shall be required to submit, but only for conformance with the design concept of the project.
- e. Make periodic construction observation visits as requested by the client to review the progress of work by contractors for general conformance to plans and specifications.
- f. Review periodic applications for payment by the Contractor and make recommendations to Client based on the Civil Engineers onsite observations of the construction progress.
- g. If requested by the Client, conduct final site review and prepare punch list for Client.
- h. Review a set of record drawings from information supplied by contractor and prepare submittal to the City.
- i. Assist Client in Obtaining Final Approval.

REIMBURSABLES

16. REIMBURSABLES (REIM)

110% Cost

Reimbursable expenses shall mean one hundred ten percent (110%) of all costs incurred relative to the Project, including without limitation all outside consultants' fees, reproduction costs (large format prints), messenger or special mail service, and other Project-related expenses.

Exclusions

1. Our proposal does not include any geotechnical engineering services.



2. Our proposal excludes any design/permit services related to offsite improvements. At the time when any required off-site improvements can more accurately be determined, we would be pleased to provide you with a lump sum quotation for the work.

Fee Summary

Due Diligence Phase (Lump Sum)	\$15,500
Preliminary Design Phase (Lump Sum)	\$31,500
Final Design Phase (Lump Sum)	\$74,500
Mtgs, Processing, & Coordination (T&M)	\$19,000
Subconsultants (Lump Sum)	\$12,000
Bid & Construction Phase (T&M)	\$10,000
<u>Reimbursables</u>	<u>110% Cost</u>
Total Sum Of Contract	\$162,500

Contract and Special Conditions

- This proposal is subject to the attached Exhibit "A" - GENERAL TERMS AND CONDITIONS DATED JUNE 1, 2021, and EXHIBIT "B" - SCHEDULE OF TIME AND MATERIAL RATES FOR 2024.
- Signing this proposal shall be authorization by Client to proceed with the work.
- Services requested by Client that are not included within the scope of this proposal shall be considered Additional Services and will be billed on an hourly basis.
- This proposal shall be valid for sixty days and may be extended with our approval.

We thank you for the opportunity to submit this Proposal. If you find our terms acceptable, please sign below and return a copy for our files. Should you have any questions, please do not hesitate to contact us.

Sincerely,

ELEVATION LAND SOLUTIONS, LLC



Jon Unterreiner, P.E.
President & Chief Executive Officer

Enclosures:

EXHIBIT "A"- GENERAL TERMS AND CONDITIONS
EXHIBIT "B"- SCHEDULE OF TIME AND MATERIAL RATES FOR 2024



ACCEPTED: **Splendor ISD**

By: _____
(Authorized Representative)

Title: _____

Date: _____

Invoices will be sent to the Client via email. Invoices should be forwarded to:

Name: _____

Email: _____

Phone: _____

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EXHIBIT “A”
GENERAL TERMS AND CONDITIONS
June 1, 2021

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS for Elevation Land Solutions, LLC, and the ELEVATION LAND SOLUTIONS PROPOSAL to which these terms are attached (collectively this “Agreement”) shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supersedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Elevation Land Solutions. If the Client and Elevation Land Solutions cannot agree on a mediator, then each of Client and Elevation Land Solutions shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Elevation Land Solutions shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers, and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceedings against the other, except with regard to delinquent fees owed to Elevation Land Solutions.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client’s behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Elevation Land Solutions shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Elevation Land Solutions shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney’s fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Elevation Land Solutions
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Elevation Land Solutions under this Agreement were determined based upon the applicable municipal, county, state, and/or federal regulations, codes, laws, and requirements that were in existence on the date of this Agreement. Any material additions, deletions, or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Texas.



8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Elevation Land Solutions, Client agrees to immediately notify Elevation Land Solutions of the same, in writing. Elevation Land Solutions shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Elevation Land Solutions of any defects within thirty (30) working days of learning of the defects, any objections to Elevation Land Solutions' work shall be waived. Elevation Land Solutions will not accept any back charges unless Client has complied with the foregoing and allowed Elevation Land Solutions the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Elevation Land Solutions shall not be responsible for damages arising directly from any delays for causes beyond Elevation Land Solutions' control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Elevation Land Solutions to perform its services in an orderly and efficient manner, Elevation Land Solutions shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER'S OPINION OF PROBABLE COST** – Elevation Land Solutions' Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Elevation Land Solutions' experience and qualifications and represents Elevation Land Solutions' judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Elevation Land Solutions has no control over the cost of labor, materials, equipment, or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, Elevation Land Solutions cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Elevation Land Solutions' Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Elevation Land Solutions, its agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Elevation Land Solutions for the negligent acts of Elevation Land Solutions or its agents.
- To the fullest extent permitted by law, Elevation Land Solutions shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Elevation Land Solutions' negligence or the negligence of Elevation Land Solutions' agents. This indemnity shall not require Elevation Land Solutions to indemnify the Client for the negligent acts of the Client or its agents.
12. **ELEVATION LAND SOLUTIONS' INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Elevation Land Solutions shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Elevation Land Solutions' negligence:



- a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under the Contract.
- b. Public liability and property damage liability insurance covering all operations under the contract; the limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned, or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Elevation Land Solutions shall (i) provide a Certificate of Insurance evidencing Elevation Land Solutions' compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

- 13. LIMITATION OF ELEVATION LAND SOLUTIONS' LIABILITY** – In recognition of the relative risks of the Project to the Client and Elevation Land Solutions, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Elevation Land Solutions and Elevation Land Solutions' consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Elevation Land Solutions' or Elevation Land Solutions' consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed-upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Elevation Land Solutions.

Client acknowledges and understands that Elevation Land Solutions' liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Elevation Land Solutions' fee and services, it is unreasonable to hold Elevation Land Solutions responsible for liability exposure greater than the set limit.

- 14. INFORMATION TO BE PROVIDED TO ELEVATION LAND SOLUTIONS** – Client agrees to provide Elevation Land Solutions with such site information as may be needed to enable Elevation Land Solutions to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first-floor foundation plan and such other information as may be requested by Elevation Land Solutions, from time to time. Client shall not be responsible for providing site information that Elevation Land Solutions has specifically agreed to provide in its Proposal.

- 15. ELEVATION LAND SOLUTIONS' RELIANCE ON INFORMATION PROVIDED** – Elevation Land Solutions may rely on the accuracy and completeness of any information furnished to Elevation Land Solutions by or on Client's behalf. Furthermore, Client agrees to hold Elevation Land Solutions harmless from any engineering errors, including but not limited to, grading, earthwork analysis, and off-site stormwater outlets, resulting from inaccurate site information that is provided by Client, including topographical surveys which have been prepared by consultants other than Elevation Land Solutions or Elevation Land Solutions' sub-consultants.

- 16. PAYMENT** – Invoices will be submitted to the Client for payment every month as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and



completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Elevation Land Solutions for services and expenses within thirty days after receipt of Elevation Land Solutions' invoice, therefore, the amounts due Elevation Land Solutions will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Elevation Land Solutions may, after giving notice to Client, suspend services under this Agreement until Elevation Land Solutions has been paid in full all amounts due for services, expenses, and charges. In the event Elevation Land Solutions elects to suspend its services, and after receipt of payment in full by Client, Elevation Land Solutions shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Elevation Land Solutions to resume performance. In addition, before commencing such services, Elevation Land Solutions shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Elevation Land Solutions shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.

17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Elevation Land Solutions does not warrant, represent, or guarantee that the permits or approvals will be issued.
18. **RIGHTS-OF-WAY & EASEMENTS** – With the assistance of Elevation Land Solutions, as described in the Proposal, Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants, and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.
19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
20. **STANDARD OF CARE** – Elevation Land Solutions will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.
21. **TERMINATION** – This Contract shall terminate at the time Elevation Land Solutions has completed its services for Client, or prior to that time if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses, and charges, as agreed, which have been incurred by Elevation Land Solutions through the date of termination.
22. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Elevation Land Solutions is intended to be a third-party beneficiary of the construction contract entered into between owner and Client.
23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications), as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client, are instruments of service with respect to the Project. Elevation Land Solutions grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Elevation Land Solutions. The authorized reproduction of the documents/electronic data from



Elevation Land Solutions' system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies, and errors, and therefore, Elevation Land Solutions cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Elevation Land Solutions harmless from all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification, or misinterpretation of the documents or electronic data.

24. WAIVER OF CONSEQUENTIAL DAMAGE – Client and Elevation Land Solutions mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this Agreement.

25. ELEVATION LAND SOLUTIONS' SITE VISITS – If requested by Client or as required by the Proposal, Elevation Land Solutions shall visit the site at intervals appropriate to the various stages of construction as Elevation Land Solutions deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Elevation Land Solutions are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Elevation Land Solutions in this Agreement, but rather are to be limited to spot-checking, and similar methods of general observation of the work based on Elevation Land Solutions' exercise of professional judgment. Based on information obtained during such visits and such observations, Elevation Land Solutions shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Elevation Land Solutions shall keep Client informed of the progress of the work.

The purpose of Elevation Land Solutions' visits to the site will be to enable Elevation Land Solutions to better carry out the duties and responsibilities assigned to and undertaken by Elevation Land Solutions hereunder including, but not limited to, visits during the Construction Phase and the Surveying Phase. Elevation Land Solutions shall not during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Elevation Land Solutions have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s), for safety precautions and programs incident to the work, for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Elevation Land Solutions neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Elevation Land Solutions will provide such services as the resident project representative as an Additional Service.

Elevation Land Solutions shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Elevation Land Solutions shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

26. DESIGN WITHOUT CONSTRUCTION ADMINISTRATION – It is understood and agreed that Elevation Land Solutions' basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services and that such services will be provided for by the Client. The Client assumes all responsibility for the interpretation of any contract documents and construction observation, and the Client waives any claims against Elevation Land Solutions that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Elevation Land Solutions, its officers, directors, employees and sub-consultants (collectively, Elevation Land Solutions) against all damages, liabilities or costs, including



reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Elevation Land Solutions. If the Client requests in writing that Elevation Land Solutions provide any specific construction phase services and if Elevation Land Solutions agrees in writing to provide such services, then Elevation Land Solutions shall be compensated for Additional Services as provided in Exhibit A.

27. CONSTRUCTION STAKING – If Elevation Land Solutions is to provide construction staking as required by the Proposal, then line and grade stakes shall be set one time and one time only under the provisions of this Agreement. Client shall notify Elevation Land Solutions that stakes shall be needed at least two (2) working days in advance of starting work. Client to provide all required geometric data, including but not limited to: points of intersection, curvature, and tangent; property corners along the rights-of-way; building corners for mass grading operations when appropriate; and other "key" points as necessary, prior to requesting construction staking if engineering is not provided by Elevation Land Solutions.

28. CONTRACTOR'S PAYMENT REQUEST VERIFICATION – If Elevation Land Solutions is to verify contractor's payment requests as required by the Proposal, then Elevation Land Solutions' on-site observations to review contractor's work for the purposes of recommending payment shall be limited to the specific responsibilities that have been assigned to Elevation Land Solutions in accordance with this Agreement. As such, Client acknowledges that Elevation Land Solutions' observations which are not related to Elevation Land Solutions' specific responsibilities are not exhaustive and do not extend to every aspect of the work-in-progress.

Neither Elevation Land Solutions' review of contractor's work for the purposes of recommending payments nor Elevation Land Solutions' recommendation of any payment (including the final payment) will impose on Elevation Land Solutions responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws, rules, regulations, ordinances, codes or riders applicable to contractor's furnishing and performing the work. It will also not impose responsibility on Elevation Land Solutions to make any examination to ascertain how or for what purposes the contractor has used the moneys paid on account of the contract price, or to determine that the title to any of the work, materials, or equipment has passed to Client free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and contractor that might affect the amount that should be paid.

29. RECORD DRAWINGS – If Elevation Land Solutions is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by Elevation Land Solutions into the record documents will be assumed to be reliable, and Elevation Land Solutions will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and Client will hold Elevation Land Solutions harmless for any such errors or omissions.



**SCHEDULE OF TIME
AND MATERIAL RATES FOR 2024
(Subject to annual adjustment)**

<u>CATEGORY</u>	<u>HOURLY RATES</u>
<u>Executive/Administrative</u>	
Principal	\$230 - \$295
Operations Manager	\$270
Accounting Manager	\$140 - \$190
Project Accountant	\$90 - \$140
Administrative Assistant	\$70 - \$130
Intern	\$50 - \$75
<u>Engineering</u>	
Client Manager/Senior Project Manager	\$180 - \$260
Project Manager	\$150 - \$200
Project Engineer	\$120 - \$160
Project Administrator	\$90 - \$140
Design Engineer - Chief	\$180 - \$220
Design Engineer - Senior	\$150 - \$200
Design Engineer	\$100 - \$150
Engineering Technician	\$80 - \$120
Civil Designer - Chief	\$180 - \$200
Civil Designer - Senior	\$140 - \$180
Civil Designer	\$70 - \$140
CAD/GIS Technician - Senior	\$100 - \$120
CAD/GIS Technician	\$60 - \$100
<u>Construction</u>	
Construction Manager - Senior	\$160 - \$210
Construction Manager	\$115 - \$170
Construction Manager - Assistant	\$100 - \$130
Construction Coordinator	\$115 - \$150
Construction Administrator	\$100 - \$130
Construction Inspector	\$80 - \$120
Construction Inspector - Senior	\$120 - \$150
<u>Survey</u>	
Project Manager	\$170 - \$230
Project Surveyor	\$140 - \$180
Staff Surveyor	\$80 - \$140
Platting Manager	\$125 - \$180
Platting Coordinator	\$80 - \$115
Platting Assistant	\$60 - \$85
Survey Technician	\$60 - \$125
1-Person Crew	\$160
2-Person Crew	\$210
3-Person Crew	\$250
4-Person Crew	\$270
Drone Aerial Flight	\$230
<u>Reimbursables</u>	
Mileage	Current IRS mileage rate in effect
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

Other reimbursable expenses shall be billed at one hundred ten percent (110%) of incurred project costs including without limitation all outside consultants' fees, reproduction costs, messenger or special mail service, mileage, and other project-related expenses. Hourly rates subject to annual increases for services authorized after December 31, 2024.