
 <p style="text-align: center;"><b>PROPOSAL</b></p>	<p><b>WHEATON ENGINEERING AND ENVIRONMENTAL SCIENCE, LLC</b>                  410 S. Enterprise Pkwy.                  Corpus Christi, Texas 78405                  Bus: (361) 299-1801 Fax: (361) 299-1804                  TBPE FIRM REG #7915</p>
<p><b>Submitted To (Client):</b> Robstown ISD</p>	
<p><b>Project:</b> Paving Design at Early College HS Main Stadium Parking</p>	
<p><b>Location:</b> Robstown, TX</p>	<p><b>Proposal #</b> PA-02272024A</p>
<p><b>Proposal – Paving Design per attached photo/highlighted</b> <span style="float: right;"><b>Page 1 of 2</b></span></p>	
<p><b>We hereby submit estimates and quotations for:</b></p> <p><b>Specifics of our proposal are to provide tasks and receive information as follows:</b></p> <ol style="list-style-type: none"> <li>1. Design for additional parking lot system items and grading plan for approx. 130,000sqft of a combination of asphalt and concrete layout per attached aerial photo, green highlighted area.</li> <li>2. Drawings will be submitted on a preliminary review, final review, and final seal drawing process.</li> <li>3. Owner shall provide information on all existing utility runs including electrical system layout for coordination of piping work.</li> <li>4. Pertinent notes and details will be provided on the drawings such that the drawings act as a sole guide for construction. Equipment and material selections shall be by description and brand with an “or equal option” for owner to control final selections.</li> </ol> <p><b>Exclusions:</b></p> <ol style="list-style-type: none"> <li>a) Permitting and permitting applications for construction permits. No work is provided for dealing with permit applications.</li> <li>b) Taxes and permit fees of any kind.</li> <li>c) Continuous inspection or supervision during construction.</li> <li>d) Commissioning of any type.</li> <li>e) Physical testing during construction such as concrete strength, compaction, material testing.</li> <li>f) Field measurement, topographic survey, or determination of existing pavement thickness or reinforcement.</li> <li>g) Geotechnical testing and soil analysis of the existing site.</li> </ol> <p><b>Fees:</b></p> <ol style="list-style-type: none"> <li>A. Design layout drawings for paving work and work as outlined in Step 1-4 above. (\$64,900.00)</li> <li>B. Site topographical field measurements (required) (\$6,500.00), owners option to hire survey directly.</li> <li>C. Geotech work (required) shall be arranged for the Owner’s Account</li> </ol>	

Engineering services

<b>References:</b>	<b>Attachments: 0 Pages</b>
<p>We Propose hereby to furnish professional services - complete in accordance with above specifications, for the sum of: <b>Seventy-One Thousand and Four Hundred Dollars (\$71,400.00)</b></p> <p><b>Payment to be made as follows:</b>  <u>Net 30 Days upon receipt, of payment to client, billed monthly</u>  <b>Documents and professional papers shall remain personal property and company shall retain title thereof until final payment and settlement is made.</b></p>	
Subject to term and Conditions of Sale Page 2 and 3 of 3	<p style="text-align: center;"><b>WHEATON ENGINEERING AND ENVIRONMENTAL SCIENCE, LLC</b>                  (WHEATON)                  Authorized</p> <p style="text-align: center;">                     Signature _____                       Ronald B. Wheaton, P.E., Vice President                      TBPE #73355                      Date: February 27, 2024                 </p>
<p><i>Acceptance of Proposal</i> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  <b>Date of Acceptance</b> _____</p>	Signature: _____ Title/Firm: _____ (Client)

**Terms and Conditions:**

**Cancellation:** If, following acceptance of this proposal by the Client, all or any portion of this order is canceled by the Client without default on the part of the WHEATON or without WHEATON's written consent, the Client shall be liable to WHEATON for cancellation charges including, but not limited to, WHEATON's incurred costs and such profit as would have been realized by WHEATON from the transaction had the agreement not been breached by the Client.

- B) **Payment:** Payment terms for goods shipped hereunder will be net 30 days unless contrary terms appear on page 1 of 2 hereof or unless otherwise expressly agreed to in writing by WHEATON. WHEATON reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2 % of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if lesser amount.
- C) **Information Provided by Client:** Any existing information, including but not limited to existing calculations, drawings, investigations, soil borings, or any other information available to the Client, and having any affect on this work shall be provided to WHEATON.
- D) **Products:** Complete bid specifications and bid drawings.  
 Materials supplied: (one (1) set of review drawings, (1) complete original bid package, (WHEATON Engineering drawings only).  
 \* Complete, updated "as-built" drawings. \_\_\_\_\_ are not included
- E) **Agency Coordination:** This proposal also covers a reasonable amount of consulting time for consultation with the Facility Operations Staff \_\_\_\_\_ representatives. Other contact is not included or in any way implied.
- F) **Contractual Requirements:** Services and fees are dependent upon and require compliance with the following:
  1. Design work and engineering required to perform changes in the base design made after the conceptual design completion and changes in the overall scope of work shall be treated as extras to be billed hourly or negotiated, fee charges shall be based on the most current revision of the WHEATON Rate sheet.
  2. Sufficient inspection services so as to comply with Section 19, Texas Engineering Practice Act are not included and not be performed by WHEATON without additional compensation from Client Payment shall be due for each completion point upon delivery in accordance with the following schedule. Payment shall be received for Step 2 before Step 3 is provided.

<u>Step</u>	<u>Percentage of Total Contract Billing</u>	<u>Completion Point</u>
1.....	20%.....	On Program Completion
2.....	80%.....	On Design Completion
3.....	100%.....	On Sealing and Issuing Final Drawings

Neither, **WHEATON**, **WHEATON's** consultants, nor their agents or employees shall be jointly, severally, or individually liable to the **Client**, in excess of the compensation to be paid pursuant to this Agreement, by reason or any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

It is understood and agreed that **WHEATON** 's basic services under this AGREEMENT do not include full-time construction observation or review of the Contractor's performance. **Client** acknowledges the importance of such services and, should **Client** have such services performed by a party other than **WHEATON**, the **Client** shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against **WHEATON** that may be in any way connected thereto.

In addition, if **WHEATON** does not perform full-time construction observation, **Client** shall, to the fullest extent permitted by law, indemnify and hold **WHEATON** harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from 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 the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of **WHEATON**.

The signatures of the concerned parties on page one of this form shall constitute an agreement between the parties such that **WHEATON** shall perform the described work in return for compensation from **Client** under the terms and conditions both documents and implied. **WHEATON** appreciates the opportunity to provide these services.



