



PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

OWNER/CLIENT: **CEDAR HILL INDEPENDENT SCHOOL DISTRICT**
285 Uptown Blvd., Building 300
Cedar Hill, TX 75104
Attn: Michael McSwain, CFO
(972) 291-1581 phone

SLEDGE ENGINEERING, LLC
481 Tucek Road
Taylor, TX 76574
Attn: Casey Sledge, P.E. President
Phone (512) 365-1888
casey@sledge.biz
Tax ID # 20-1010411

This AGREEMENT is entered into by the **CEDAR HILL Independent School District**, hereinafter called "OWNER" or "ISD" and **Sledge Engineering, LLC.**, hereinafter called "SE". In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF SE:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ SE; SE agrees to perform professional services in connection with the Project; OWNER agrees to pay to SE compensation. SE and its employees or agents are at all times an independent contractor and under no circumstances will SE and its employees or agents be considered employees or agents of Owner. The Project is described as follows:

Project Management Services:

A. CEDAR HILL ISD 2012 Bond Program Design Plan Review

- II. **SCOPE OF SERVICES / COMPENSATION:** SE shall render professional services in connection with Project as follows. OWNER agrees to pay SE for all professional services rendered under this AGREEMENT in accordance with the following:

A. CEDAR HILL ISD 2012 Bond Program Design Plan Review

Project Management services for:

- Plummer Elementary



- Cedar Hill 9th Grade Center
- Cedar Hill High School

Tasks Include:

- Review designs and cost estimates and provide written comments
- Review Opinions of Probable Cost from design and construction firms
- Review site masterplan(s) for cost effectiveness, constructability, stake-holder needs
- Plan reviews for cost effectiveness, constructability, satisfaction of project goals, City, County, and State compliance, Code Compliance, and peer reviews.
- Provide Value Engineering and cost reductions options for stake-holders
- Review Opinions of Probable Construction Cost at 25%, 50%, 75%, and 100% or similar

SERVICES NOT INCLUDED:

1. Project Management
2. Engineering Design
3. Surveying
4. Environmental Assessments
5. Easement document preparation
6. Hydraulic Modeling
7. Geotechnical engineering
8. Fees of any kind
9. Other services not specifically referenced within this agreement.

COMPENSATION:

A. CEDAR HILL ISD 2012 Bond Program Design Plan Review

TOTAL BASE FEE LUMP SUM = \$67,500

III. TERMS AND CONDITIONS OF AGREEMENT:

The following Terms and Conditions of Agreement shall govern the relationship between the OWNER and SE.

- A. OWNER RESPONSIBILITIES:** Owner will assist SE by placing at SE's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. SE shall have no liability for defects or negligence in the Services attributable to SE's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner. SE shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to SE that SE may reasonably discover in its review and inspection thereof. Owner shall provide data and assistance promptly as needed to maintain project schedules. Owner shall furnish staff to assist with field representation through planning, design, and construction phases.



- B. OPINION OF PROBABLE COSTS:** SE will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by SE hereunder will be made on the basis of SE's experience and qualifications and represent SE's judgment as an experienced and qualified professional. It is recognized, however, that SE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.
- C. CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, SE will furnish Construction Representation according to the defined scope for these services. SE will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, SE will endeavor to protect Owner against defects and deficiencies in the work of Contractors; SE will report any observed deficiencies to Owner; however, it is understood that SE does not guarantee the Contractor's performance, nor is SE responsible for the supervision of the Contractor's operation and employees. SE shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. SE shall not be responsible for the acts or omissions of any person (except their own employees or agents) at the Project site or otherwise performing any of the work of the Project.
- D. CONSTRUCTION COST:** Construction Cost shall be the total cost or to the extent the project is not completed the estimated cost to the Owner of all elements of the project designed and specified by the Owners design consultants. The Construction Cost shall include the cost at current market rates of labor and material furnished by the Owner and equipment designed, specified, selected, or specially provided for by the Owners design consultants, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time for bidding and for changes in the work. The Construction Cost does not include the compensation of SE, compensation of the Owners design consultants, costs of the land, rights-of-way, or financing. When compensation is based on a percentage of the Construction Cost 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, in accordance with the Progress Payment schedule set forth above based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent cost estimate of the Construction Cost for such portions of the project. SE shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- E. MEDIATION:** Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.



F. **TERMINATION:** This Agreement may be terminated with or without cause by either party upon written notice to the non-terminating party. If this agreement is terminated during the course of performance of the work, SE shall be paid the reasonable value of the services performed during the period prior to the effective dates of termination of the agreement. If, prior to termination of this agreement, any work designed or specified by SE during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from the Owner, SE shall be paid for such services performed to receipt of such notice.

G. SE AGREES TO WAIVE ANY AND ALL CLAIMS AGAINST OWNER. SE FURTHER AGREES TO RELEASE, INDEMNIFY, DEFEND, AND TO HOLD HARMLESS OWNER AND ITS OFFICIALS, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS, DEPARTMENTS, VOLUNTEERS, AND ASSIGNEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FOR ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, FINES, PENALTIES, EXPENSES, AND ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION, ALTERNATIVE DISPUTE RESOLUTION, OR SETTLEMENT, OR CAUSES OF ACTION THAT MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY, OR ANY OTHER CLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN ANY WAY. SE SHALL PAY ALL COSTS OF DEFENSE INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES. THIS HOLD HARMLESS AND INDEMNIFICATION CLAUSE SURVIVES THIS AGREEMENT AND EXTENDS TO ALL ASSIGNS, SUCCESSORS, AND HEIRS.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and SE, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and SE and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and SE and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, they have executed this AGREEMENT:

CEDAR HILL INDEPENDENT
SCHOOL DISTRICT (OWNER)

SLEDGE ENGINEERING, LLC (SE)

By: _____

By:  _____

Printed Name: _____

Printed Name: Casey B. Sledge

Title: _____

Title: President

Date: _____

Date: 1/25/13