



ROMAN BUSTILLOS, P.E.  
President

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Vice President - Surveying

HECTOR MARTINEZ, P.E.  
Associate Partner

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

August 27, 2024

**VIA E-MAIL: MAYOR@HORIZONCITY.ORG**

Mayor Andres Renteria  
Town of Horizon City  
14999 Darrington Rd.  
Horizon City, Texas 79928

Attn: Mr. Andres Renteria, Mayor

Re: Eighteen (18) parcels being Lots 1, 4, 5, 6, 9, 10 and 12, Block 3, Lots 2, 3 and 20, Block 4, Lots 21, 22, 23 and 24, Block 11 and Lots 1, 3, 4, 5, Block 13, Horizon Country Club Estates Unit One, Horizon City, El Paso County, Texas  
Proposal No. 2024-0711REV

Dear Mr. Renteria:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the above-referenced project. The following is our proposed Scope of Work:

**SCOPE OF WORK:**

1. Request and review the title commitments or title reports for each of the eighteen (18) subject parcels provided by the client;
2. Research all available deeds, easements, plats, maps and surveys for each of the said subject parcels;
3. Locate and measure any property corners, right-of-way monuments and survey corners for each of the said subject parcels and all adjoining;
4. Perform boundary and improvement survey for each of the said subject parcels;
5. Set or locate the property corners for each of the said subject parcels;
6. Prepare a boundary and improvements survey plat for each of the said subject parcels; and
7. Deliver one (1) pdf copy of the plat of survey for each of the said subject parcels to the Town of Horizon City.

**EXEMPTIONS:**

The above Scope of Work exclude: Topographic Survey; Traffic Impact Analysis (TIA); easement plats and legal descriptions; ALTA/NSPS Land Title Survey; title commitment; title reports; application fees; filing fees; soils investigation; environmental studies; drainage study; sub-surface utility engineering; elevation certificate; construction staking; as-built survey; preparation of as-built plans; staking of city monuments; certification of city monuments; and any other item not specifically listed in the above scope of work.

**COMPLETION:**

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-five (25) workdays of receiving your written notice to proceed and title commitments or reports.

**BASIS OF COMPENSATION:**

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$22,000.00** for the above Scope of Work. Charges for any additional work not listed in the above Scopes of Work will be done in accordance with the attached "Other Terms and Conditions".

**TERMINATION AGREEMENT:**

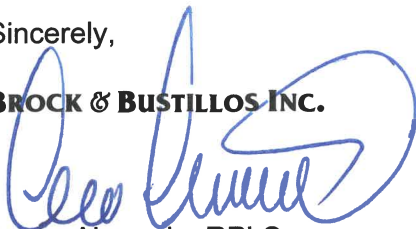
This agreement may be terminated without cause at any time prior to completion of work by either "Town of Horizon City" or **BROCK & BUSTILLOS INC.** by seven days written notice to the other. Upon termination, "Town of Horizon City" will owe **BROCK & BUSTILLOS INC.** for all compensation earned under this Agreement on the date of termination.

**ACCEPTANCE:**

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

**BROCK & BUSTILLOS INC.**



Aaron Alvarado, RPLS  
Vice President Surveying

Attachment: (1) Other Terms & Conditions

**Authorization To Proceed**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

P.O./REF. No.: \_\_\_\_\_

## OTHER TERMS AND CONDITIONS

Brock & Bustillos Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

### **Service Fees:**

The total fee shall be understood to be an estimate unless the agreement is for a Lump Sum amount. The estimate shall not be exceeded by ten percent without written approval of the Client. For the services of the Engineer's staff (except survey personnel covered below) the charge will be the "Salary Cost" of each employee so engaged plus a multiplier of 2.5. "Salary Cost" is defined as the cost of salaries of the Engineer's employees for time directly chargeable to the Project, plus cost of social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. The overtime premium (required by the Fair Labor Standards Act for nonexempt classifications) for draftsmen and technician classifications will be charged for overtime hours worked because of the Client's requirements, and upon his specific authorization.

For the Engineer's survey crews, the following schedule of rates applies. Overtime rate applies for hours in excess of eight (8) per day, Saturday, Sunday and Holidays.

	<u>BASIC RATE</u>	<u>OVERTIME RATE</u>
<b>Two-Man Party</b>	<b>\$170.00/Hour</b>	<b>\$232.00/Hour</b>
<b>Three-Man Party</b>	<b>\$238.00/Hour</b>	<b>\$295.00/Hour</b>
<b>Two-Man w/Prof. Surveyor as Party Chief</b>	<b>\$295.00/Hour</b>	<b>\$341.00/Hour</b>

### **Direct Expenses:**

For all direct expense, including supplies, transportation, telephone toll charges, reproductions, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge will be invoice cost plus 10 percent. Travel by vehicles owned by the Engineer will be at .670 cents per mile and surveying vehicles will be at 1.030 cents per mile.

### **Outside Services:**

For outside services, such as soil investigations, laboratory tests, or retaining special consultants, Client may contract directly with a third party for such services, or may contract through Brock & Bustillos Inc. If such contracts are made through Brock & Bustillos Inc., a service charge of 10 percent will be added to the net amount of the contract.

### **Indemnification:**

The Client shall indemnify and hold harmless Brock & Bustillos Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Brock & Bustillos Inc.), or anyone for whose acts any of them may be liable.

### **Risk Allocation:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and Brock & Bustillos Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Brock & Bustillos Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such caused include, but are not limited to Brock & Bustillos Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### **Ownership of Documents:**

All documents produced by Brock & Bustillos Inc. under this agreement shall remain the property of Brock & Bustillos Inc. and may not be used by the Client for any other endeavor without the written consent of Brock & Bustillos Inc.

### **Dispute Resolution:**

Any claim or dispute between the Client and Brock & Bustillos Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of State of Texas.

### **Sales Tax and Gross Receipts Tax:**

**The State of Texas has imposed sales tax on certain boundary related survey services. When applicable, the invoice will show total amount of taxable services, percentage rate of sales tax, and amount of sales tax charged.**

**The State of New Mexico imposes a gross receipts tax on all professional services performed in New Mexico. The gross receipts tax rates varies throughout the state of New Mexico depending on the location of the project site. Gross receipts tax will be added to all costs for services performed in the State of New Mexico.**

### **Billings/Payments:**

Invoices for Brock & Bustillos Inc.'s services shall be submitted either upon completion of such services or on a monthly basis. Payment to the Engineer will be due upon receipt of monthly invoices. If Client fails to pay the Engineer the full invoice amount within thirty (30) days of receipt, Client will be charged for collection efforts in accordance with this Compensation Schedule. If payment is not received by the 60<sup>th</sup> day, a Work Stoppage Order will become effective. If payment is not received by the 75<sup>th</sup> day, a Mechanic's Lien will be filed with the County Clerk's Office in pursuit of payment for professional surveying and/or engineering services, in accordance with the procedures as outlined in the most current edition of the Texas Property Code. Aged invoices will begin accumulating collection fees and 1.50% interest per month based on an average APR of 18.0 % per year after the 100<sup>th</sup> day of the invoice.