

NUECES COUNTY HOSPITAL DISTRICT

Engineering Services Agreement for Owner's Representative Services for Memorial Property Improvements

August 1, 2015 – September 30, 2016

For the purpose of procuring professional engineering services to represent the Nueces County Hospital District's interests in certain leasehold improvements to be performed by tenant on Hospital District-owned real property.

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**ENGINEERING SERVICES AGREEMENT
FOR OWNER'S REPRESENTATIVE SERVICES
FOR MEMORIAL PROPERTY IMPROVEMENTS**

This Engineering Services Agreement for Owner's Representative Services for Memorial Property Improvements ("Agreement") is entered into and made effective on the dates set forth herein by and between the Nueces County Hospital District, a political subdivision of the State of Texas whose administrative offices are located in Corpus Christi, Nueces County, Texas ("NCHD"), and Naismith Engineering, Inc., a privately-held Texas Corporation providing professional engineering services whose corporate offices are located in Corpus Christi, Nueces County, Texas ("NEI"). NCHD and NEI are also referred to herein individually as a "Party" and collectively as the "Parties." This Agreement is entered for the purpose of procuring professional engineering services to represent NCHD's interests in certain leasehold improvements to be performed by tenant on NCHD-owned real property.

RECITALS

WHEREAS, in 1967, NCHD was created by the citizens of Nueces County and, as required by law, acquired certain, buildings, and equipment, including: (1) a multi-building hospital complex presently known as Christus Spohn Hospital Corpus Christi-Memorial (then known as Memorial Hospital) located at 2606 Hospital Boulevard, Corpus Christi, Nueces County, Texas ("Memorial Hospital Complex"); and (2) the 18.447 acre tract of land on which the Memorial Hospital Complex is situated ("Memorial Campus") (the Memorial Hospital Complex and Memorial Campus are collectively referred to herein as the "Memorial Property");

WHEREAS, in 1996, NCHD leased the Memorial Property to Christus Spohn Health System Corporation ("CSHS");

WHEREAS, in 2014, NCHD's Board of Managers and Nueces County Commissioners Court approved a Letter Agreement with CSHS that, in part, requires CSHS to make certain leasehold improvements on the Memorial Property during succeeding years ("Letter Agreement"), including construction and furnishing of a minimum 40,000 square foot ambulatory health care center to be used, in part, for Nueces Aid Program-related health care services, enrollment functions, and other statutorily-required functions ("Ambulatory Center Construction") and demolition and removal of the Memorial Hospital Complex ("Hospital Complex Demolition") both to be organized, designed, arranged, and paid for by CSHS (the "Ambulatory Center Construction" and "Hospital Complex Demolition" are collectively referred to herein as the "Tenant Leasehold Improvements");

WHEREAS, Texas Government Code, Chapter 2254, Subchapter A, known as the "Professional Services Procurement Act" provides for the procurement of professional services of engineers;

WHEREAS, NCHD, as the Memorial Property landowner, desires to assure that the Tenant Leasehold Improvements represent NCHD's interests and, accordingly, the NCHD Board of Managers desire to engage the professional services of a competent and qualified engineer to represent NCHD's interests, on the terms and conditions set forth in this Agreement, in the Tenant Leasehold Improvements (the "Owner's Representative Services"); and

WHEREAS, in connection with the Tenant Leasehold Improvements and on the basis of demonstrated competence and qualifications to perform the professional engineering services required by NCHD herein, NCHD desires to procure the services of NEI to perform the Owner's Representative Services.

NOW, THEREFORE, NCHD and NEI, in consideration of the premises and the mutual covenants and agreements herein contained, do hereby agree as follows:

1. DEFINITION OF TERMS

- 1.1. **Terms.** Notwithstanding the meanings attributed to the terms shown in the preamble, recitals, and elsewhere in this Agreement, the following terms shall have the meanings attributed to each as shown:
- 1.1.1. **"Administrator"** means the Administrator/Chief Executive Officer of NCHD.
 - 1.1.2. **"Agreement"** means this Engineering Services Agreement for Owner's Representative Services for Memorial Property Improvements.
 - 1.1.3. **"Ambulatory Center Construction"** means CSHS's construction and furnishing of a minimum 40,000 square foot ambulatory health care center on the Memorial Campus to be used, in part, for Nueces Aid Program-related health care services, enrollment functions, and other statutorily-required functions; construction, furnishing, and related work to be organized, designed, arranged, and paid for by CSHS.
 - 1.1.4. **"Architect"** means any architecture firms contracted by CSHS; the two firms presently contracted are Perkins+Will and CLK Architects and Associates.
 - 1.1.5. **"Best's Financial Size Category"** means the Best's Financial Size Category designated by A.M. Best Company, an insurance industry credit rating agency.
 - 1.1.6. **"Best's Financial Strength Rating"** means the Best's Financial Strength Rating issued by A.M. Best Company, an insurance industry credit rating agency.
 - 1.1.7. **"Construction Documents"** means the final documents that are actually used by the General Contractor to accomplish the Project, including but not limited to plans, technical specifications, drawings, documents, schedules, and diagrams prepared by the Architect, setting forth in detail the requirements for the construction of the Project in accordance with the Design Criteria which show the locations, characters, dimensions, and details.
 - 1.1.8. **"CSHS"** means Christus Spohn Health System Corporation, a non-profit health care system whose administrative offices are located in Corpus Christi, Nueces County, Texas; CSHS is not a party to this Agreement.
 - 1.1.9. **"CSHS Representative"** means any firm contracted by CSHS to represent it in the Project and that is authorized to coordinate, direct, and review all matters related to the Project on behalf of CSHS; the presently contracted firm is CBRE | Healthcare, Incorporated.
 - 1.1.10. **"Design Criteria"** means all drawings, specifications, and other documents, prepared by the Architect as a part of the Construction Documents, and which includes the package of performance criteria, drawings, and specifications to be used to design and construct the Project.
 - 1.1.11. **"Exhibits"** means the various pages attached to this Agreement that are not Schedules and are referred to and identified herein as follows:
 - Exhibit "A" – NCHD Objectives; and
 - Exhibit "B" – NEI Services.
 - 1.1.12. **"FEIN"** means the Federal Employer Identification Number or Federal Tax Identification Number issued by the Internal Revenue Service.

- 1.1.13. **"General Contractor"** means any general contracting firms contracted by CSHS to complete the Project in accordance with the Construction Documents; the two firms presently contracted are McCarthy Building Companies, Inc. and B. E. Beecroft Company.
- 1.1.14. **"Hospital Complex Demolition"** means CSHS's demolition and removal of the Memorial Hospital Complex; demolition, removal, and related work to be organized, designed, arranged, and paid for by CSHS.
- 1.1.15. **"Letter Agreement"** means the Letter of Intent Regarding Material Alteration Notice entered into by and between NCHD and CSHS on September 10, 2014. The Letter Agreement is the basis for the Tenant Leasehold Improvements.
- 1.1.16. **"Memorial Campus"** means the NCHD-owned 18.447 acre tract of land on which the Memorial Hospital Complex is situated and upon which the Ambulatory Center Construction will occur.
- 1.1.17. **"Memorial Hospital Complex"** means the NCHD-owned multi-building hospital complex presently known as Christus Spohn Hospital Corpus Christi-Memorial (in 1996 known as Memorial Medical Center) located at 2606 Hospital Boulevard, Corpus Christi, Nueces County, Texas.
- 1.1.18. **"Memorial Property"** means the Memorial Hospital Complex and Memorial Campus.
- 1.1.19. **"NCHD"** means the Nueces County Hospital District, a political subdivision of the State of Texas whose administrative offices are located in Corpus Christi, Nueces County, Texas; the Memorial Property is owned by NCHD. NCHD is a party to this Agreement.
- 1.1.20. **"NCHD Objectives"** means the NCHD Objectives identified in Exhibit "A" attached hereto; the NCHD Objectives are to be integrated by NEI into its performance of the Owner's Representative Services; the Owner's Representative Services are identified in Exhibit "B" attached hereto.
- 1.1.21. **"NEI"** means Naismith Engineering, Inc., a privately-held Texas Corporation providing professional engineering services whose corporate offices are located in Corpus Christi, Nueces County, Texas; NEI is a party to this Agreement.
- 1.1.22. **"Nueces Aid Program"** means the statutorily-required NCHD program that furnishes medical aid and hospital care to indigent and needy persons residing within Nueces County, Texas.
- 1.1.23. **"Owner's Representative"** means NEI.
- 1.1.24. **"Owner's Representative Services" or "Services"** means the services undertaken by the Owner's Representative in representation of NCHD's interests, based on integration of the NCHD Objectives identified in Exhibit "A" attached hereto, in the Tenant Leasehold Improvements.
- 1.1.25. **"Project"** means the Tenant Leasehold Improvements to be completed by the General Contractor for CSHS.

- 1.1.26. "**Schedules**" means the various pages attached to this Agreement that are not Exhibits and are referred to and identified herein as follows:
- Schedule "1" – NEI's Hourly Fee and Expense Schedule.
- 1.1.27. "**Tenant**" means CSHS.
- 1.1.28. "**Tenant Leasehold Improvements**" means both the Ambulatory Center Construction and Hospital Complex Demolition.
- 1.1.29. "**Term**" means the period of time between and inclusive of the Commencement Date and the Termination Date.

2. NEI RESPONSIBILITIES AND WARRANTIES

NEI agrees to and warrants the following:

- 2.1. Performance. To perform the Owner's Representative Services set forth in Exhibit "B" attached hereto and on the terms and conditions set forth in this Agreement.
- 2.2. Personnel, Materials, and Facilities. To provide, at its own expense, suitable and sufficient personnel, equipment, supplies, materials, and facilities, including office and work spaces, necessary for NEI's performance of the Owner's Representative Services. All NEI employees, independent contractors, and subcontractors shall have the requisite skills, knowledge, and experience to perform the duties assigned to them by NEI (hereinafter in this Section 2.2, the terms "employees," "independent contractors," and "subcontractors" are collectively referred to as "personnel" and individually referred to as "person"). NCHD may at any time request, and NEI shall consider the request, that NEI remove any personnel from any activities associated with the services performed by NEI under this Agreement if, in the opinion of NCHD, the work of the person does not comply with the intent or terms of this Agreement, or if the conduct of the person is hostile or detrimental to NCHD or CSHS, is incompatible with the employees, staff, associates, or designated representatives of NCHD or CSHS, or is incompatible with the CSHS Representative, Architect, or General Contractor.
- 2.3. Manner of Services. To perform the Owner's Representative Services in a timely, responsible, and professional and businesslike manner.
- 2.4. Accuracy of Services. To be responsible for the accuracy of the Owner's Representative Services and promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts, if any, without compensation. In addition, to not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities, if any, until after the Tenant Leasehold Improvements have been completed.
- 2.5. Coordination with NCHD. To coordinate performance of the Owner's Representative Services and related activities with NCHD.

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- 2.6. **No Relationship to CSHS.** That NEI is not a party to the Letter Agreement, that the services provided by NEI are for NCHD's purposes only, and that NEI is not a CSHS contractor, subcontractor, or otherwise responsible in any way to CSHS for the Tenant Leasehold Improvements. In addition, NEI is not receiving any form of compensation from CSHS, CSHS Representative, Architect, or General Contractor. Also, NEI is not responsible for any actions of CSHS's designated representatives, CSHS Representative, Architect, or General Contractor, with regard to the Tenant Leasehold Improvements. Additionally, that NEI is neither a guarantor nor a surety with respect to the obligations and responsibilities of CSHS under the Letter Agreement.
- 2.7. **Insurance Coverages.** To maintain insurance coverage during the Term in the limits of liability for each of the types of insurance products described in this Section 2.7. In addition, to provide NCHD certificates of liability insurance coverage upon the Commencement Date, and annually thereafter if this Agreement is renewed. NEI shall require its insurer(s) to provide NCHD not less than thirty (30) days written notice prior to cancellation, material revision, or intention not to renew any type of insurance described in this Section 2.7.
- 2.7.1. **Automobile Liability.** Automobile Liability coverage, endorsed with NCHD as an additional insured and endorsed with a waiver of subrogation in favor of NCHD, with a combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage or split limits of liability of not less than one million dollars (\$1,000,000) for bodily injury per person per occurrence and not less than one million dollars (\$1,000,000) for property damage per occurrence. Automobile Liability coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by NEI.
- 2.7.2. **Commercial General Liability.** Commercial General Liability coverage, endorsed with NCHD as an additional insured and endorsed with a waiver of subrogation in favor of NCHD, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in aggregate for bodily injury and property damage.
- 2.7.3. **Professional Liability.** Professional Liability coverage in limits of not less than one million dollars (\$1,000,000) each occurrence and in the aggregate.
- 2.7.4. **Workers' Compensation and Employers' Liability.** Workers' Compensation and Employers' Liability coverage, endorsed with a waiver of subrogation in favor of NCHD, with Workers' Compensation coverage per state statute and Employers' Liability coverage in limits of not less than one million dollars (\$1,000,000) per accident for bodily injury by accident, not less than one million dollars (\$1,000,000) per employee bodily injury by disease, and not less than one million dollars (\$1,000,000) policy aggregate for bodily injury by disease.
- 2.7.5. **Qualifying Insurance.** The insurance coverages required under this Section 2.7 shall be written by non-assessable insurance companies licensed by the Texas Department of Insurance and hold Best's: (1) Financial Strength Rating of "A" or better; and (2) Financial Size Category designation of "Class VII" or better, at the time the policies are issued. All policies shall be written on an "occurrence" and not a "claims made" form.

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- 2.7.6. Subcontractor Insurance Coverage. In the event any Owner's Representative Services are subcontracted by NEI to an independent contractor or subcontractor (hereinafter in this Section 2.7.6, the terms "independent contractor" and "subcontractor" are collectively referred to as "subcontractor"), NEI shall require the subcontractor working under the direction of either NEI or an NEI subcontractor to maintain, during the term of the subcontract, the same types of qualifying insurance products and associated coverage limits as required of NEI under this Section 2.7. NEI shall require that each subcontractor provide certificates of liability insurance coverage to NEI who shall provide said certificates to NCHD during the term of the subcontract. NEI shall prescribe that the subcontractor require that its respective insurer(s) provide NCHD not less than thirty (30) days written notice prior to cancellation, material revision, or intention not to renew any type of insurance described in this Section 2.7.
- 2.8. Monthly Services Invoice. To prepare and deliver to NCHD, not later than the tenth (10th) day of the month, an invoice detailing the specific Owner's Representative Services provided during the previous month; NEI's hourly rates and expenses stated therein shall be in accordance with Schedule "1" attached hereto (the "Monthly Services Invoice"). The Monthly Services Invoice shall contain sufficient detail such that the nature and extent of the invoiced Services and associated hourly rates and expenses can be verified.
- 2.9. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. That NEI is in compliance with the applicable disclosure and filing requirements of Chapter 176, Texas Local Government Code.
- 2.10. **INDEMNIFICATION. TO INDEMNIFY, DEFEND, AND HOLD NCHD AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES HARMLESS FROM AND REIMBURSE NCHD ON DEMAND FOR ANY CLAIM, DEMAND, ACTION, LIABILITY, DAMAGE, LOSS, COST, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT AGAINST, MADE UPON, OR INCURRED BY NCHD BECAUSE OR ARISING OUT OF ANY ACT OR OMISSION (INCLUDING WITHOUT LIMITATION ANY BREACH THEREOF) OF NEI, ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, OR SUBCONTRACTORS. THIS PROVISION SHALL SURVIVE EXPIRATION AND TERMINATION OF THE AGREEMENT.**
- 2.11. Retention, Availability of Records, and Audit. NCHD shall have the right to examine and audit the books and records of NEI at any reasonable time. NEI shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the services provided under this Agreement and NEI shall comply with all applicable regulatory record retention rules and regulations with regard to maintaining such records. NEI shall make such materials available to NCHD or any of its duly authorized agents or representatives at NEI's corporate offices located in Corpus Christi, Nueces County, Texas and for four (4) consecutive years after the date of final payment under this Agreement or until any pending related litigation has been completely and fully resolved, whichever occurs last. NCHD or any of its duly authorized agents or representatives shall have access during normal business hours to any and all books, documents, papers, and records of NEI which are directly pertinent to NEI's performance under this Agreement for the purpose of making audits, examinations, excerpts, inspections, reviews, transcriptions, and for verifying the services performed by NEI. The Parties agree that any attorney-client, accountant-client privilege, or any other legal privilege shall not be deemed waived by virtue of this Section 2.11. This provision shall survive expiration and termination of the Agreement.

- 2.12. Refund of Overpayment. That if any examination, review, inspection, or audit of NEI records discloses any overpricing of services or errors in the use of billed hourly rates or expenses which resulted in overpayment by NCHD, the amount of the overpayment, plus interest at prevailing rates during the period of overpricing, shall be refunded to NCHD promptly upon demand by cashier's check, or NCHD, at its option, may withhold such overpayment from any amounts otherwise payable to NEI under this Agreement, if any. This provision shall survive expiration and termination of the Agreement.
- 2.13. Use of Information. That all plans, drawings, specifications, data, information, knowledge, and reports made accessible or supplied to NEI by either NCHD or CSHS or their representatives during the Term of this Agreement shall be used by NEI exclusively for the purposes of performing this Agreement. NCHD and CSHS each retain full ownership and other rights over their respective plans, drawings, specifications, data, information, knowledge, and reports each supplied to NEI under terms of this Agreement. NEI is not entitled to ownership or any other rights over any and all plans, drawings, specifications, data, information, knowledge, and reports supplied to NEI by either NCHD or CSHS or their representatives under terms of this Agreement. NCHD shall retain ownership and all other rights over any and all plans, drawings, specifications, data, information, knowledge, and reports created by NEI under terms of this Agreement.
- 2.14. Subcontracting, Assignment, and Transfer. NEI shall not subcontract, assign, or transfer any portion of this Agreement to any other party or parties without the prior written consent of NCHD. If NCHD consent is given, all related NEI subcontracts, assigns, and transfers shall include the provisions required in this Agreement and shall be approved as to form, in writing, by NCHD prior to services being performed under the subcontract, assignment, or transfer. NCHD may assign or transfer this Agreement without the consent of NEI to any governmental entity assuming or performing the obligations of NCHD.

3. NCHD RESPONSIBILITIES AND WARRANTIES

NCHD agrees to and warrants the following:

- 3.1. Objectives. To provide the objectives to be integrated by NEI into its performance of the Owner's Representative Services; the NCHD Objectives are shown in Exhibit "A" attached hereto.
- 3.2. Access. To obtain, organize, and coordinate NEI's access to the Project-related entities and parties, including the CSHS Representative, Architect, or General Contractor, to facilitate performance of the Owner's Representative Services.
- 3.3. Payment: Monthly Maximum. To pay the Monthly Services Invoice not later than twenty (20) days after receipt, subject to NCHD's verification of the services provided and the associated hourly rates and expenses invoiced. The maximum amount payable to NEI per month for Owner's Representative Services provided under this Agreement shall be five thousand dollars (\$5,000), inclusive of hourly rates and expenses. Hourly rates and expenses shall be paid at the rates set forth in Schedule "1" attached hereto.

4. TERM AND RENEWAL

- 4.1. Term. This Agreement shall commence at 12:01 a.m. on August 1, 2015 (the "Commencement Date") and, unless otherwise terminated pursuant to Section 5 below, it shall terminate at 11:59 p.m. on September 30, 2016 (the "Termination Date").

- 4.2. Renewal. This Agreement may be renewed for three (3) consecutive additional one (1)-year periods. Each renewal shall be by mutual written agreement of the Parties.
- 4.3. Renewal Notices. NCHD shall provide NEI written notice of its intent to renew the Agreement not less than thirty (30) days prior to the Termination Date. NEI shall provide NCHD written notice of its intent to not renew the Agreement not less than thirty (30) days prior to the Termination Date.

5. TERMINATION

- 5.1. Termination by Either Party. Either Party may terminate this Agreement upon not less than thirty (30) days written notice to the other Party. The written notice shall state the effective date of termination after which date no additional Services shall be rendered or invoiced for.
- 5.2. Payment if Terminated Prior to Termination Date. If this Agreement is terminated prior to the Termination Date of Section 4, NCHD shall only pay for the unpaid NEI hours and/or expenses incurred prior to the effective date stated in the written notice issued in accordance with Section 5.1. Applicable unpaid NEI hours and/or expenses shall be invoiced to NCHD in the manner and style set forth in Section 2.8 and shall be paid by NCHD in accordance with Section 3.3.
- 5.3. Effect of Termination. Termination of this Agreement and payment of an amount in settlement shall extinguish all rights, duties, obligations, and responsibilities of NCHD and NEI under this Agreement, except as stated in Section 6.7.

6. GENERAL TERMS AND CONDITIONS

- 6.1. Independent Contractor. With respect to each other, NCHD and NEI are independent contractors and this Agreement shall not be construed to create any other relationship between the Parties. Neither Party controls the other Party. Neither Party is an employee of, or provides any wages, salaries, or employee benefits to the other Party. Income taxes, self-employment taxes, social security taxes, unemployment taxes, franchise taxes, and the like are the sole responsibility of NEI. NEI acknowledges it is an independent contractor of NCHD and is not an employee of NCHD. NEI shall not represent, either expressly or through implication, that NEI is an employee of NCHD.
- 6.2. Amendment and Modification. This Agreement may not be amended or modified in any manner other than by written agreement signed by duly authorized representatives of each Party.
- 6.3. Exhibits and Schedules. Exhibits and schedules mean the attached documents setting out certain specifics of this Agreement, or any replacement documents thereof. All exhibits and schedules referred to in this Agreement are incorporated herein in their entirety by reference for all purposes wherever reference is made to the same and are hereby made part of this Agreement.
- 6.4. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meanings of the various and several paragraphs hereof. The Parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either Party.

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- 6.5. Severability. In the event any one or more of the provisions contained in this Agreement, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 6.6. Public Information. If NCHD is requested to disclose any proprietary information furnished to it by NEI and designated "confidential" that is subject to provisions of the Public Information Act, Texas Government Code, Chapter 552 (the "PIA"), NCHD will notify NEI in writing of such request within ten (10) business days of receipt of such request. NEI's information must be marked confidential before NCHD will notify NEI of any PIA request. NEI upon notification bears the burden of establishing that its confidential information should be withheld under the applicable PIA exceptions intended to protect its interests.
- 6.7. Effect of Expiration and Termination. The following provisions hereof shall survive expiration and termination of the Agreement: Sections 2.10, 2.11, and 2.12.
- 6.8. Successors, Assigns, and Binding Effect. The Parties do hereby bind themselves, their successors, executors, administrators, and assigns to each other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 6.9. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, and all of which shall constitute but one and the same agreement.
- 6.10. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Nueces County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Nueces County, Texas.
- 6.11. Inability to Perform. Each Party to this Agreement shall be excused from performance hereunder for any period and to the extent that the Party is prevented from performing any act, in whole or in part, as a result of an act of God, war, civil disobedience, court order, labor dispute, strike or similar act, moratorium or regulation or action by governmental authority, third-party non-performance, fire or other casualty, adverse weather event, or other cause beyond the Party's reasonable control. Such non-performance shall not be a default or a ground for termination of this Agreement.
- 6.12. Entire Agreement. This Agreement, including any amendments, exhibits, or schedules shall constitute the entire agreement of the Parties concerning the provision of services and supersedes all prior and contemporaneous representations, statements, understandings, negotiations and agreements, either oral or in writing, between the Parties with respect to the subject matter herein and all such prior or contemporaneous representations, statements, understandings, negotiations and agreements, both oral and written, are hereby terminated.
- 6.13. Waiver of Breach. No waiver of any breach of any of the provisions of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or other provisions hereof and no waiver shall be effective unless made in writing and signed by a duly authorized representative of the Party making said waiver.

- 6.14. Power and Authority. Each of the persons who have executed this Agreement on behalf of one of the Parties hereto warrants that he or she is an officer of the organization for which he or she has executed this Agreement on behalf of and has the power and authority to execute this Agreement on behalf of such Party and to bind such Party to the terms and provisions of this Agreement.
- 6.15. Non-Exclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with NCHD. NCHD shall have the right, power, and authority to contract with others during the Term to perform all or part of the Owner's Representative Services agreed to be provided by NEI under this Agreement or from acquiring similar, equal, or like services from other entities or sources. NCHD acknowledges and agrees that this Agreement shall not preclude NEI from providing similar services to other clients during the Term, except to CSHS, CSHS Representative, Architect, General Contractor, and any other CSHS-related entities or parties directly associated with the Tenant Leasehold Improvements.
- 6.16. Supplemental Agreements. The terms of this Agreement may be modified by supplemental agreement if NCHD determines that there has been a significant change in the services to be performed. Any supplemental agreement must be executed by each Party within the Term.
- 6.17. Submission of Reports. All NEI reports shall be submitted to NCHD in preliminary draft form for discussion, review, and comment prior to NEI's issuance of the final report. NCHD's comments on the preliminary draft report shall be addressed by NEI in the final report issued.
- 6.18. Compliance with Laws. NEI shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum salary and wage statutes and regulations, licensing laws and regulations, and employee safety laws and regulations. When requested, NEI shall promptly furnish NCHD with satisfactory proof of its compliance with any applicable law, statute, code, ordinance, rule, regulation, order, or decree.
- 6.19. Dispute Resolution. In accordance with the provisions of Texas Local Government Code, Chapter 271, Subchapter I, the Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute.
- 6.20. Administration of Agreement. NEI acknowledges that NCHD has designated its Administrator to: (1) administer this Agreement; (2) be the recipient of data, feedback, knowledge, reports, and other related information arising from NEI's services performed under this Agreement; and (3) serve as the primary point of contact between NEI and NCHD regarding services performed under this Agreement and matters relating thereto and arising therefrom.

6.21. Delivery of Invoices and Notices. Any Monthly Services Invoices to be delivered or notices to be given under or relating to this Agreement by either Party to the other shall be in writing and may be effected by: (1) personal delivery; (2) electronic mail; (3) facsimile with transmission receipt; (4) commercial courier with delivery receipt requested; (5) certified mail, postage pre-paid with return receipt requested; or (6) depositing the same into the custody of a nationally-recognized overnight delivery service with delivery receipt requested, addressed as follows:

If to NCHD:

Nueces County Hospital District
Attn.: Jonny F. Hipp, ScD, FACHE, Administrator
555 N. Carancahua Street, Suite 950
Corpus Christi, TX 78401-0835
Facsimile: (361) 808-3274
Electronic mail: jonny.hipp@nchdcc.org

If to NEI:

Naismith Engineering, Inc.
Attn.: John A. Michael, P.E., Principal
4501 Gollihar Road
Corpus Christi, TX 78411-2909
Facsimile: (361) 814-4401
Electronic mail: jmichael@naismith-engineering.com

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AGREED, SIGNED, and ENTERED INTO by the duly authorized representatives of the Parties.

NUECES COUNTY HOSPITAL DISTRICT
("NCHD")

NAISMITH ENGINEERING, INC.
("NEI")

Jonny F. Hipp
Jonny F. Hipp, ScD, FACHE
Administrator/Chief Executive Officer

John A. Michael
John A. Michael, P.E.
Principal/Project Engineer

Date: 7/7/2015

Date: 7/8/2015

NEI's FEIN: 74-2543311

APPROVED AS TO FORM AND CONTENT:

Wm. DeWitt Alsup
Wm. DeWitt Alsup
General Counsel
Nueces County Hospital District

Date: 7/7/2015

THE STATE OF TEXAS §
COUNTY OF NUECES §

Before me, the undersigned, a Notary Public in and for county and state, on this date personally appeared **Jonny F. Hipp**, known to me to be the person and officer whose name is subscribed to the forgoing instrument and acknowledged to me that the same was the act of **Nueces County Hospital District**, a political subdivision of the State of Texas, and that he executed the same as the act of such political subdivision for the purposes and considerations therein expressed, and in the capacity therein stated.

2015.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of JULY,



Sara G. Lopez
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF NUECES §

Before me, the undersigned, a Notary Public in and for county and state, on this date personally appeared **John A. Michael**, known to me to be the person and officer whose name is subscribed to the forgoing instrument and acknowledged to me that the same was the act of **Naismith Engineering, Inc.**, a privately held Texas Corporation, and that he executed the same as the act of such political subdivision for the purposes and considerations therein expressed, and in the capacity therein stated.

2015.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of JULY,



Sara G. Lopez
Notary Public, State of Texas

OwnersRepSvcAgr (Final).docx

NUECES COUNTY HOSPITAL DISTRICT
ENGINEERING SERVICES AGREEMENT FOR
OWNER'S REPRESENTATIVE SERVICES FOR
MEMORIAL PROPERTY IMPROVEMENTS
NAISMITH ENGINEERING, INC.

Exhibit "A" – NCHD OBJECTIVES

NCHD OBJECTIVES

The following NCHD Objectives shall be integrated by NEI into its performance of the Owner's Representative Services:

I. Ambulatory Center Construction

To be the recipient of a newly constructed and furnished minimum 40,000 square foot ambulatory health care center to be used, in part, for Nueces Aid Program-related health care services, enrollment functions, and other statutorily-required functions:

- A. is of high quality and made of quality workmanship and low-maintenance materials;
- B. is furnished with good quality, durable, and low-maintenance materials;
- C. has a positive effect on the environment;
- D. provides more than was asked for;
- E. will meet the test of time;
- F. delights and engages passersby as well as users;
- G. is inspiring;
- H. is well situated on the Memorial Campus, doesn't appear restricted, confined, or misplaced;
- I. creates a sprawling spatial appearance; has a significant presence;
- J. detracts from and minimizes appearance of the spatial vastness resulting from the Hospital Complex Demolition;
- K. is easily viewable and accessible from major pedestrian and vehicular traffic thoroughfares;
- L. is easily accessible and navigable for occupants, patients, and their families, including disabled persons;
- M. is architecturally aesthetic in terms of physical appearance and image of building elements and spaces;
- N. is contemporary, functional, and appropriate to the provision of ambulatory health care services;
- O. is cost-effective in terms of building infrastructure elements with low life-cycle costs;
- P. provides ample parking and parking access using concrete construction materials;
- Q. is accessible from existing adjacent traffic thoroughfares;
- R. is directly accessible to public transportation;
- S. is functional and operational with respect to functional programming, including spatial needs and requirements, system performance, as well as durability and efficient maintenance of the building elements;
- T. has programmatic elements that can take place in the same space, in terms of flexibility, large/small spaces for different uses, and private as applicable;
- U. is productive in terms of occupants' well-being, including physical and psychological comfort; and including building elements such as air distribution, lighting, workspaces, and technology;
- V. is safe, secure, and offers physical protection of users, occupants, and assets from man-made and natural hazards;
- W. can withstand adverse weather events;
- X. can be easily protected from adverse weather events;
- Y. is an environmentally-responsible building designed to the highest level possible using energy-efficient building systems throughout and incorporation of water-efficient systems;
- Z. incorporates a design that can withstand daily wear and tear of providing ambulatory-level health care services;
- AA. incorporates a design process that is inclusive of stakeholders' input, including users and staff;
- BB. can be reasonably sustained, including the environmental performance of the building elements and strategies;

- CC. reasonably accommodates the Nueces Aid Program-related health care services and enrollment functions presently being provided within the Memorial Hospital Complex;
- DD. provides ample, accessible, and easily identifiable physical space for NCHD staff to safely and efficiently perform the eligibility determination and enrollment functions of the Nueces Aid Program; space to serve as NCHD's principal enrollment office for the Nueces Aid Program; and
- EE. provides ample equipment, furnishings, and amenities for NCHD staff to safely and efficiently perform the eligibility determination and enrollment functions of the Nueces Aid Program within the principal enrollment office space described above.

II. Hospital Complex Demolition

To be the recipient of a completed demolition and demolished materials removal project that:

- A. was well-planned, organized, and safely executed;
- B. was demolished using cost-effective demolition technologies and techniques;
- C. was demolished using appropriate demolition methods;
- D. maximized demolished material's salvage values when possible and cost-effective;
- E. exercised reuse and recycling opportunities;
- F. exercised landfill diversion opportunities;
- G. minimized transport to minimize potential damage to public roadways;
- H. complied with all governing regulations, including health and environmental regulations;
- I. demonstrated no residual demolished materials remaining on the site; and
- J. rendered vacant land:
 - 1. for immediate reuse;
 - 2. that has no residual environmental impacts;
 - 3. that has adequate drainage;
 - 4. that is secured; and
 - 5. with no remnants of previous accessories, additions, annexes, appurtenances, attachments, extensions, fixtures, improvements, structures, or utilities above, at, or below the ground surface at and adjacent to the demolition site.

III. Memorial Property Land Reuse

Render after-demolition real property that:

- A. provides for future land use opportunities consistent with existing deed restrictions and governing statutes;
- B. leaves the demolition area in an easily maintainable condition;
- C. is without residual environmental impacts;
- D. removes all hazards to the public and is left in a safe and secure condition; and
- E. provides convenient and unimpeded public access to the Nueces County Medical Examiner's building located on or adjoining the west side of the Memorial Property.

IV. Memorial Campus Land Reuse

Following the Tenant Leasehold Improvements:

- A. discuss future land use opportunities consistent with existing deed restrictions and governing statutes;
- B. consider future land use opportunities consistent with existing deed restrictions and governing statutes; and
- C. consider future options relating to existing deed restrictions and governing statutes.

Exhibit "B" – NEI SERVICES

NEI SERVICES

NEI's performance of the Owner's Representative Services includes, but is not limited to, provision of the following services:

I. **Ambulatory Center Construction**

A. Pre-Construction Phase:

1. Review the NCHD Objectives with NCHD and gather related feedback;
2. Participate in Pre-Construction Phase meetings with the CSHS Representative and Architect and provide related feedback;
3. Conduct weekly Project feedback meetings with the CSHS Representative;
4. Conduct weekly Project feedback meetings with NCHD;
5. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
6. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
7. Participate in other related meetings and provide presentations when requested by NCHD; and
8. Provide other related services as warranted or requested and approved by NCHD.

B. Design Phase:

1. Review the NCHD Objectives with NCHD and gather related feedback;
2. Review the Design Criteria with the CSHS Representative and Architect and provide related feedback;
3. Review the Design Criteria with NCHD and gather related feedback;
4. Verify inclusion of ample, accessible, and easily identifiable space for NCHD's principal enrollment office;
5. Participate in Design Phase meetings with the CSHS Representative and Architect and provide related feedback;
6. Conduct weekly Project feedback meetings with the CSHS Representative;
7. Conduct weekly Project feedback meetings with NCHD;
8. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
9. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
10. Participate in other related meetings and provide presentations when requested by NCHD; and
11. Provide other related services as warranted or requested and approved by NCHD.

C. Construction Phase:

1. Review the NCHD Objectives with NCHD and gather related feedback;
2. Review the Construction Documents with the CSHS Representative and Architect and provide related feedback;
3. Review relevant portions of the Construction Documents with NCHD and gather related feedback;
4. Verify inclusion of ample, accessible, and easily identifiable space for NCHD's principal enrollment office;
5. Participate in Construction Phase meetings with the CSHS Representative and Architect and provide related feedback;
6. Participate in Project construction reviews with the CSHS Representative and Architect and provide related feedback;
7. Participate in Project construction review meetings with the CSHS Representative, Architect and General Contractor and provide related feedback;

8. Conduct weekly Project construction review meetings with the CSHS Representative, Architect, and General Contractor and provide related feedback;
 9. Conduct weekly Project feedback meetings with the CSHS Representative;
 10. Conduct weekly Project construction feedback meetings with NCHD;
 11. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
 12. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
 13. Participate in other related meetings and provide presentations when requested by NCHD; and
 14. Provide other related services as warranted or requested and approved by NCHD.
- D. Move-In & Start-up Phase:
1. Review the NCHD Objectives with NCHD and gather related feedback;
 2. Verify receipt of building occupancy certificate;
 3. Verify operability of critical building systems, including fire protection, life support, and back-up electrical power;
 4. Verify building compliance with fire safety and life safety codes requirements;
 5. Verify presence of ample equipment, furnishings, and amenities for NCHD's principal enrollment office;
 6. Conduct relocation planning meetings with NCHD enrollment and eligibility staff;
 7. Prepare operational plan for relocation of NCHD enrollment and eligibility staff from the existing Memorial Hospital Complex;
 8. Conduct weekly Project feedback meetings with the CSHS Representative;
 9. Conduct weekly feedback meetings with NCHD;
 10. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
 11. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
 12. Participate in other related meetings and provide presentations when requested by NCHD; and
 13. Provide other related services as warranted or requested and approved by NCHD.
- E. Warranty Phase:
1. Review the NCHD Objectives with NCHD and gather related feedback;
 2. Retrieve all warranty documentation;
 3. Prepare and organize warranty documentation binders;
 4. Prepare and organize warranty schedules;
 5. Review warranty monitoring procedures with the CSHS Representative;
 6. Review and monitor warranty work schedules;
 7. Arrange and coordinate warranty monitoring and reporting from CSHS;
 8. Coordinate warranty work follow-up with CSHS;
 9. Review preventive and standard maintenance schedules with CSHS and NCHD;
 10. Conduct weekly Project feedback meetings with the CSHS Representative;
 11. Conduct weekly Project feedback meetings with NCHD;
 12. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
 13. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
 14. Participate in other related meetings and provide presentations when requested by NCHD; and
 15. Provide other related services as warranted or requested and approved by NCHD.

II. Hospital Complex Demolition

A. Pre-Demolition Phase:

1. Review the NCHD Objectives with NCHD and gather related feedback;
2. Participate in pre-demolition design meetings with the CSHS Representative and Architect and provide related feedback;
3. Review the pre-demolition design with NCHD and gather related feedback;
4. Review the pre-demolition design with the CSHS Representative and Architect and provide related feedback;
5. Conduct weekly Project feedback meetings with the CSHS Representative;
6. Conduct weekly Project feedback meetings with NCHD;
7. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
8. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
9. Participate in other related meetings and provide presentations when requested by NCHD; and
10. Provide other related services as warranted or requested and approved by NCHD.

B. Planning Phase:

1. Review the NCHD Objectives with NCHD and gather related feedback;
2. Participate in demolition plan design meetings with the CSHS Representative and Architect and provide related feedback;
3. Review the demolition plan design with NCHD and gather related feedback;
4. Review the demolition plan design with the CSHS Representative and Architect and provide related feedback;
5. Verify issuance of appropriate and accurate permits, including demolition, environmental, debris transport, and other similarly-purposed regulatory permits;
6. Verify relocation or removal of applicable NCHD furnishings;
7. Conduct weekly Project feedback meetings with the CSHS Representative;
8. Conduct weekly Project feedback meetings with NCHD;
9. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
10. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
11. Participate in other related meetings and provide presentations when requested by NCHD; and
12. Provide other related services as warranted or requested and approved by NCHD.

C. Demolition Phase:

1. Review the NCHD Objectives with NCHD and gather related feedback;
2. Review the demolition plan with the CSHS Representative and Architect and provide related feedback;
3. Review relevant portions of the demolition plan with NCHD and gather related feedback;
4. Participate in Demolition Phase meetings with the CSHS Representative and Architect and provide related feedback;
5. Participate in demolition reviews with the CSHS Representative and Architect and provide related feedback;
6. Participate in demolition review meetings with the CSHS Representative, Architect and General Contractor and provide related feedback;
7. Conduct demolition review meetings with the CSHS Representative, Architect, and General Contractor and provide related feedback;
8. Conduct weekly Project feedback meetings with the CSHS Representative;
9. Conduct weekly Project feedback meetings with NCHD;

10. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
 11. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
 12. Participate in other related meetings and provide presentations when requested by NCHD; and
 13. Provide other related services as warranted or requested and approved by NCHD.
- D. Post-Demolition Phase:
1. Review the NCHD Objectives with NCHD and gather related feedback;
 2. Review the post-demolition plan with the CSHS Representative and Architect and provide related feedback;
 3. Review relevant portions of the post-demolition plan with NCHD and gather related feedback;
 4. Participate in Post-Demolition Phase meetings with the CSHS Representative and Architect and provide related feedback;
 5. Participate in post-demolition reviews with the CSHS Representative and Architect and provide related feedback;
 6. Participate in post-demolition review meetings with the CSHS Representative, Architect and General Contractor and provide related feedback;
 7. Conduct post-demolition review meetings with the CSHS Representative, Architect, and General Contractor and provide related feedback;
 8. Verify abandonment of all utilities at and adjacent to the demolition site;
 9. Verify final site grading and site improvements at and adjacent to the demolition site;
 10. Verify removal and proper disposition of all demolished materials at and adjacent to the demolition site;
 11. Verify elimination of hazards at and adjacent to the demolition site;
 12. Verify adequate drainage at and adjacent to the demolition site;
 13. Verify secured access at and adjacent to the demolition site;
 14. Verify no remnants of previous accessories, additions, annexes, appurtenances, attachments, extensions, fixtures, improvements, structures, or utilities above, at, or below the ground surface at and adjacent to the demolition site;
 15. Verify provision of convenient and unimpeded public access to the Nueces County Medical Examiner's building located on or adjoining the west side of the Memorial Property;
 16. Conduct periodic Project feedback meetings with the CSHS Representative;
 17. Conduct weekly Project feedback meetings with NCHD;
 18. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
 19. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
 20. Participate in other related meetings and provide presentations when requested by NCHD; and
 21. Provide other related services as warranted or requested and approved by NCHD.
- E. Warranty Phase:
1. Review the NCHD Objectives with NCHD and gather related feedback;
 2. Inspect site conditions for settlement and/or voids;
 3. Inspect abandoned utility services;
 4. Inspect site for environmental contamination;
 5. Inspect drainage;
 6. Inspect for public access to the Nueces County Medical Examiner's building located on or adjoining the west side of Memorial Property;
 7. Conduct periodic Project feedback meetings with the CSHS Representative;
 8. Conduct weekly Project feedback meetings with NCHD;

9. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
10. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
11. Participate in other related meetings and provide presentations when requested by NCHD; and
12. Provide other related services as warranted or requested and approved by NCHD.

III. Memorial Property Land Reuse

A. Post Hospital Complex Demolition:

1. Review the NCHD Objectives with NCHD and gather related feedback;
2. Assist NCHD with future land use planning consistent with existing deed restrictions and governing statutes;
3. Monitor site for deterioration, drainage, environmental contamination, hazards, and access limitations;
4. Conduct periodic Project feedback meetings with the CSHS Representative;
5. Conduct weekly Project feedback meetings with NCHD;
6. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
7. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
8. Participate in other related meetings and provide presentations when requested by NCHD; and
9. Provide other related services as warranted or requested and approved by NCHD.

IV. Memorial Campus Land Reuse

A. Post Hospital Complex Demolition:

1. Review the NCHD Objectives with NCHD and gather related feedback;
2. Assist NCHD with future land use planning consistent with existing deed restrictions and governing statutes;
3. Conduct weekly Project feedback meetings with NCHD;
4. Provide periodic Project update reports to the NCHD Board of Managers, when requested by NCHD;
5. Provide periodic Project update reports to the Nueces County Commissioners Court, when requested by NCHD;
6. Participate in other related meetings and provide presentations when requested by NCHD; and
7. Provide other related services as warranted or requested and approved by NCHD.

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Schedule "1" – NEI HOURLY RATES & EXPENSES SCHEDULE

NEI HOURLY RATES & EXPENSES SCHEDULE

LABOR CATEGORY HOURLY RATES	
Labor Category	Hourly Rate
Principal	\$225.00
Associate	\$220.00
Sr. Project Architect/Engineer/Manager/Scientist/Surveyor	\$175.00
Project Architect/Engineer/Manager/Scientist/Surveyor V	\$150.00
Project Architect/Engineer/Manager/Scientist/Surveyor IV	\$140.00
Project Architect/Engineer/Manager/Scientist/Surveyor III	\$130.00
Project Architect/Engineer/Manager/Scientist/Surveyor II	\$115.00
Project Architect/Engineer/Manager/Scientist/Surveyor I	\$100.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist IV	\$110.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist III	\$100.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist II	\$90.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist I	\$80.00
Technician/Designer IV	\$90.00
Technician/Designer III	\$90.00
Technician/Designer II	\$80.00
Technician/Designer I	\$70.00
Drafter IV	\$80.00
Drafter III	\$70.00
Drafter II	\$60.00
Drafter I	\$50.00
Party Chief II	\$60.00
Party Chief I	\$50.00
Instrument Person	\$45.00
Rodperson	\$40.00
Administrator	\$80.00
Systems Administrator	\$75.00
Administrative Assistant V	\$70.00
Administrative Assistant IV	\$60.00
Administrative Assistant III	\$50.00
Administrative Assistant II	\$40.00
Administrative Assistant I	\$35.00
CCAD	\$20.00
GPS	\$55.00
Truck & Equipment (Environmental and Surveying)	\$25.00
Three-Person Survey Crew	\$170.00
Two-Person Survey Crew	\$130.00

EXPENSES
1. Mileage and expenses for automobiles are not reimbursable expenses under this Agreement.
2. All other expenses for reimbursement under this Agreement require prior item-specific written approval by NCHD.