



RESOLUTION NO. 20170124-09

RESOLUTION AUTHORIZING CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES TO OLSSON ASSOCIATES (\$200,000)

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Olsson Associates responded to a Request for Proposals for Master Planning of the TexAmericas Center East Campus and received the highest rating of all responses; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into an Engineering and Technical Services agreement with Olsson Associates on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 24th day of January, 2017.


Denis Washington, Chairman of the Board

ATTEST:


Melford Pierce, Secretary

Attached: Contract for Engineering and Technical Services

CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES

This Agreement entered into this 24th day of January, 2017 by and between Olsson Associates, located at 601 P Street, Suite 200, Lincoln, Nebraska, hereinafter referred to as "Engineer" and TexAmericas Center, Bowie County, Texas, hereinafter referred to as "Contractor" or "Client" for furnishing engineering and technical services.

The services will be for future development market assessment and land planning that will provide site analysis, infrastructure suitability assessment, targeting assessment, economic research, and high-quality marketing materials.

I. SCOPE OF SERVICES

In connection with the above, Engineer will perform the following services:

A. PROPERTY ASSESSMENT OF INFRASTRUCTURE ASSETS AND DEFICIENCIES

- a. One (1) in-person kickoff meeting with up to four (4) Olsson professionals and one (1) MTG professional to discuss the subject property with Client representative(s), review scope of work/deliverables, and gather available documents, studies, and reports relevant to the existing utilities and the property.
- b. Gather existing site data from the Client and identify additional diligence points that may be needed, including plans previously completed and prepared for the TexAmericas Center.
 - i. Data not provided within 60 days may result in out of scope charges.
 - ii. Responsibility for built-environment data collection to include capacities, routing (where available), and distance from site information to reside with the client.
- c. Review and summarize information found within the existing Phase I Environmental Site Assessment (ESA) and/or other existing environmental studies.
 - i. If the existing Phase I ESA or Affected Property Assessment Report (APAR) is expired, Client will be given the option to either complete a new Phase I for analysis or an environmental regulatory database report will be obtained as an out-of-scope cost for analysis of environmental contamination potential.
 - ii. Review of existing Phase I ESA is limited to the Phase I ESA Report and excludes any referenced, attached or appended documents.
 - iii. Existing Phase I ESA Report text is assumed to address the entire TexAmericas Center property and contain all necessary information and level of detail required to analyze for brownfield redevelopment and memo for redevelopment without additional review of referenced, attached or appendix document.
- d. Order limited title report with easements and restrictions and review property ownership and boundaries, if not made available by the client.
 - i. Title search costs will be reimbursed as an additional expense.
 - ii. Title search costs are dependent on the size of property.
- e. Synthesize site data that has been collected and package the data into a user ready format, such as PDF, Word, Excel, etc.
- f. Review current FEMA floodplain maps and summarize any floodplain impacts relative to the 100-YR and 500-YR events.
- g. Review existing National Wetland Inventory (NWI) and Water of the United States maps and summarize any environmental impacts.
- h. Identify access locations, including existing and potential truck routes.

- i. Obtain USGS soil map information, perform preliminary desktop geotechnical review, and prepare memorandum of findings.
- j. Summarize utility infrastructure availability and identify capacities of service of the following as provided by the Client:
 - i. Sanitary sewer – routing and capacity.
 - ii. Water – primary and redundant feed options, capacity and routing.
 - iii. Electric power – primary/redundant power feed options and capacities (to the extent available).
 - iv. Telecommunications/fiber – identify routes.
 - v. Natural gas – capacity and routing (to the extent available).
- k. Evaluate site preparedness and identification of deficiencies, which may exist to site preparedness.
- l. Assess properties for air quality permitting limitations.
- m. Review airport maps and locations to identify impacts due to flight patterns and airspace restrictions.
- n. Identification and listing of Foreign Trade Zone (FTZ) information.
- o. Identification of all eligible federal and state incentives including but not limited to New Market Tax Credit, HUB zones location oriented options that may available to the property.
- p. Prepare a property diligence report to be included in the final contract deliverable, the Comprehensive Diligence Document, identifying results of property assessments suitable for distribution to stakeholders and prospective users.

B. SITE USE IDENTIFICATION

- a. Analysis of the current division of property into campus areas and parcels suitable for the following:
 - i. Wetlands banking area.
 - ii. Brownfields redevelopment area. Analysis will be based solely on information provided in existing Phase I ESA.
 - iii. Facilities redevelopment area.
 - iv. Greenfield development area.
- b. In consideration of the area slated for greenfield development, further analysis will be completed to identify the most optimal $\pm 3,000$ acre tract for campus development of the following industrial verticals for master planning:
 - i. Areas designated for manufacturing.
 - ii. Areas designated for distribution and wholesaling.
 - iii. Areas designated for corporate uses.
 - iv. Areas designated for rail-serve opportunities.

C. TARGETING VIABILITY ASSESSMENT

- a. Collection and/or identification of up-to ten (10) likely industrial/primary end-user types by NAICS code.
- b. Request and review any local, regional, utility, or state-generated economic development targeting analysis relative to each area within the subject property for analysis consideration.
- c. Review of key infrastructure siting drivers per identified industry.
- d. Analysis of up-line and down-line supply and demand drivers.
- e. Review of each industrial/primary development sector for marketability as it pertains to reviewed infrastructure and service capacities.

- f. Identification of infrastructure strengths and deficiencies as it pertains to assessed targets and their relation to the Subject Property.
- g. Assignment of a viability rating for likelihood of development potential, per industry, to aid in development of the master plan for the Subject Property and for the establishment of marketing directives.

D. RAIL CONCEPTUALIZATION (Included in Section E)

E. MASTER PLANNING

- a. Refer to Targeting Viability Analysis (Section C), review diligence and targeting assessment relative to master planning consideration.
- b. Review applicable strategic plan as provided by the client to assess suitability of site design to community vision.
- c. Rail Analysis:
 - i. Generate three (3) conceptual layouts for the Subject up-to 3,000-acre identified greenfield site.
 - ii. Draft conceptual exhibits to include:
 - 1. Rail configuration.
 - 2. Representative graphics.
 - 3. Annotations.
 - 4. Sheet layout preparation.
 - iii. Evaluate and recommend possible capital improvements to the existing rail infrastructure to increase flexibility and service.
 - iv. Review concept plans for development plausibility with rail provider(s).
 - v. Provide high-level opinion of costs for suggested rail improvements; quantities and costs are estimated using readily available information and experiences with similar projects.
 - vi. Include a summary of findings related to existing and proposed rail infrastructure and conceptual exhibits in the Comprehensive Diligence Document.
- d. With consideration of existing natural features, encumbrances, and optimal development targets which may be identified in the review of property assessment materials provided by the Client in Section A and targeting viability tasks as completed in Section C for the Subject Property, develop three (3) site plan schemes maximizing function and marketability. Plans will address site issues such as:
 - i. Targeted industries and likely end-user demands
 - ii. Access
 - iii. Potential building sizes and layout
 - iv. Transportation
 - v. Rail configuration
 - vi. Circulation
 - vii. Parking
 - viii. Utility layout (Primary and secondary feeds)
 - ix. Performance design elements
 - x. Phasing potential
 - xi. Known user demand characteristics
- e. One (1) in-person meeting with up to four (4) Olsson professionals and one (1) MTG professional to present diligence report and master plan concepts and collect desired revisions.

- f. Client comments shall be incorporated into Concepts for a total of one (1) revision per concept. At the request of the Client, additional variations to conceptual layouts beyond one revision shall be billed on a time and expense basis.
- g. Generation of master plan site documents necessary to adequately represent proposed development plan (producible in two (2) sizes: 24" X 36" (or larger) and 11" X 17").
- h. Based upon one (1) preferred master plan option, logical and generalized infrastructure phasing and costing plan will be developed for the 3,000 acre greenfield development site to allow for feasibility analysis, development phasing, capital improvements phasing, and an understanding of needed capacities mitigation to ensure service and timely development of the site.
- i. Inclusion of master plan concepts in the Comprehensive Diligence Document.
- j. One (1) virtual meeting with up to four (4) Olsson professionals to present the final report.

F. INFRASTRUCTURE AND DEVELOPMENT PHASING AND COSTING (Included in Section E)

G. COMPREHENSIVE DILIGENCE DOCUMENT CREATION

- a. Property Diligence Documents consisting of two reproducible, hard copies and two USBs containing electronic copies of all identified technical site information and supporting maps.
- b. Three conceptual master plans including three rail design options.
- c. Summary of proposed site improvements.
- d. Cost estimates and logical phasing.
- e. Targeting Viability Assessment.

H. TASK MEMOS FOR FUTURE ASSESSMENT

- a. Task memos, per topic, will be created to introduce identified areas requiring additional analysis and recommended steps for mitigation. These task memos will address the entire TexAmericas Center property and not only the specialized up-to 3,000 acre area identified for greenfield diligence and master planning:
 - i. Task Memo 1: Wetlands Bank Development
 - ii. Task Memo 2: Brownfields Identification, Assessment, and Redevelopment
 - iii. Task Memo 3: Existing Facilities Assessment, Prioritization, and Redevelopment
 - iv. Task Memo 4: Utility and Infrastructure Aging Analysis
- b. No on-site assessments or remediation/mitigation cost estimates are part of this phase.

II. COMPENSATION

The Contractor will compensate Engineer for the work specified above as follows:

- A. For all work and services described in the Scope of Services, the lump sum fee shall be \$200,000.00.
- B. This cost shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

III. METHOD OF PAYMENT

Payment to Engineer for services under Scope of Work will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

VII. SPECIAL CONDITIONS

This contract is subject to and incorporates the provisions attached hereto as Exhibit A, the Regulations of the Department of Housing and Urban Development relative to Contracts for Community Development, Part II, General Terms and Conditions.

VIII. ACCEPTANCE

If this contract meets with your approval, please indicate your acceptance by signing this proposal and returning two signed copies. One will be returned to you once executed by the Contractor.

IX. TERM

Engineer shall complete its engineering and technical services and present its Final Report not later than the 14th day of August, 2017, unless said date is extended in writing by the mutual agreement of the parties. If Engineer fails to present its Final Report within 14 days after its due date, Engineer shall pay Contractor late fees in the sum of \$100.00 for each day after said 15th day until the Final Report is presented as required by this Contact. Contractor may withhold said late fees from its final payment due to Engineer. If delay is solely due to delays in information provided by utility providers, through no fault of the Engineer, late fees will not be assessed.

Jessica Sock

Jessica Sock, Project Manager

Scott Norton

Scott Norton, Executive Director/CEO

Attest:

Veronica J Chambers

Name and Title

Attest:

Marela Byrd

Name and Title, Executive Assistant
Office Manager



Eric Galley

Eric Galley, Technical Leader

Attest:

Veronica J Chambers

Name and Title



CONTRACT FOR ENGINEERING SERVICES PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Contractor shall thereupon have the right to terminate this Contract by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Engineer under this Contract shall, at the option of the Contractor, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Contractor for damages sustained by the Contractor by virtue of any breach of the Contract by the Engineer, and the Contractor may withhold any payments to the Engineer for the purpose of set-off until such time

as the exact amount of damages due the Contractor from the Engineer is determined.

Engineer may terminate the agreement for non-payment.

2. Termination for Convenience of the Contractor. The Contractor may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Engineer. If the Contract is terminated by the Contractor as provided herein, the Engineer will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Engineer, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Contractor may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Contractor and the Engineer, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Engineer represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Contractor.
 - b. All of the services required hereunder will be performed by the Engineer or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Contractor. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Engineer shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Contractor thereto. Provided, however, that the claims for money by the Engineer from the Contractor under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Contractor.

6. Reports and Information. The Engineer, at such times and in such forms as the Contractor may require, shall furnish the Contractor such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Contractor to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Contractor or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Contractor.
8. Findings Confidential and Ownership. All of the reports, information, data, etc. prepared or assembled by the Engineer under this Contract are confidential. All reports, information, analyses, data and findings acquired, assembled, and/or generated by Engineer shall upon delivery of the Final Report become the property of the Contractor. Engineer shall not use, disclose or otherwise disseminate said reports, information, analyses, data and findings without the written consent of Contractor. Engineer may retain three copies of such information for its files.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.
10. Compliance with Local Laws. The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Contractor harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

Equal Employment Opportunity. During the performance of this Contract, the Engineer agrees as follows:

- a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this non-discrimination clause.
- b. The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
- c. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

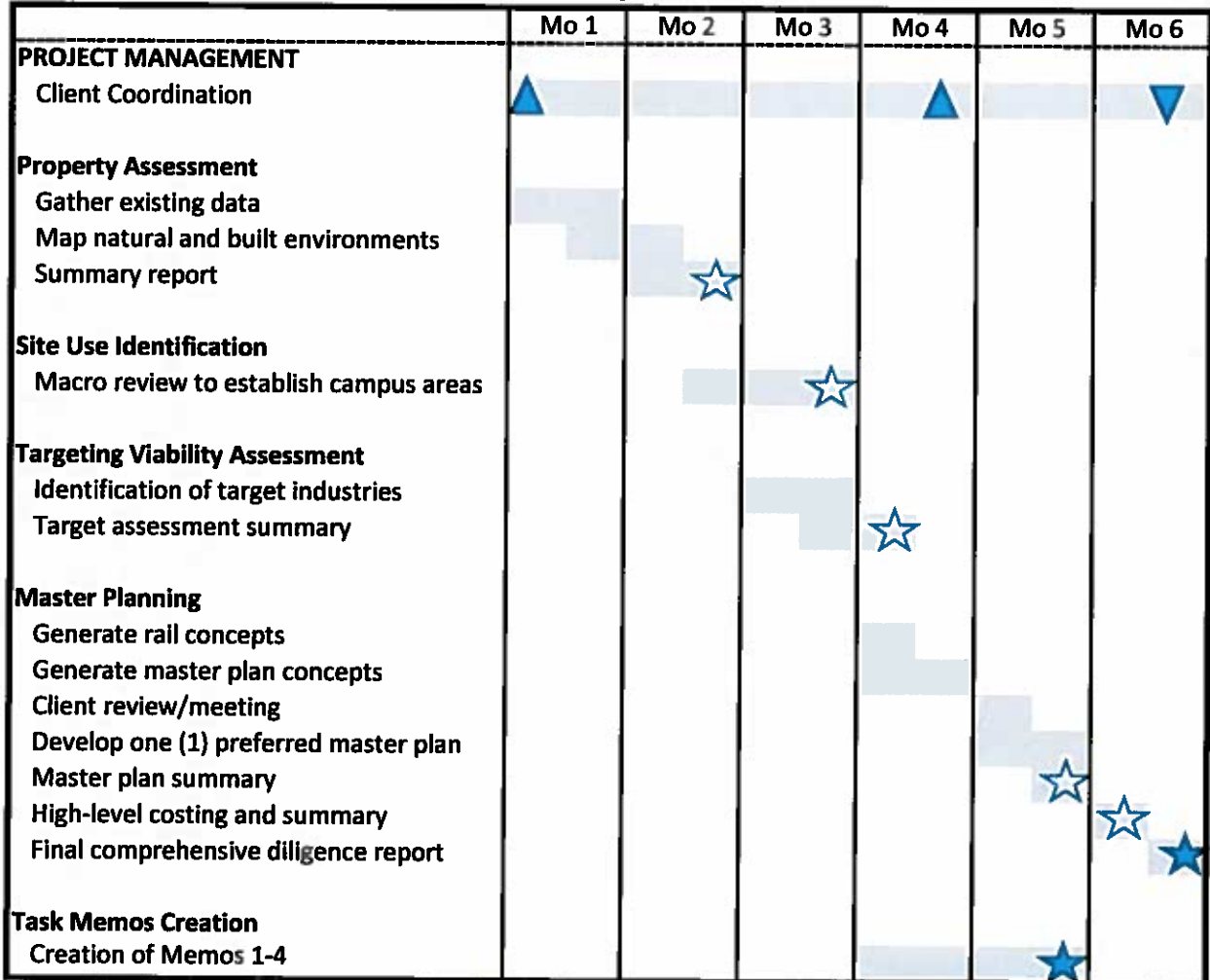
- e. The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contractor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Engineer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Engineer will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the Contractor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contractor, the Engineer may request the United States Government to enter into such litigation to protect the interests of the United States.
11. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
12. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.
13. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by, persons residing in the area of the project.
 - b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

- c. The Engineer will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
 - d. The Engineer will include this Section 3 clause, in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontract where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
14. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.
15. Affirmative Action for Handicapped Workers
- a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
 - b. The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - c. In the event of the Engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

- e. The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f. The Engineer will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
16. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
17. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
18. Authorized Employees. Consultant acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Texas. Consultant therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.
19. Interest of Members of a Contractor. No member of the governing body of the Contractor and no other officer, employee, or agent of the Contractor who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
21. Interest of Engineer and Employees. The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract, no person having any such interest shall be employed.

22. Limitation of Liability. Notwithstanding any other provision of this Agreement, the Contractor agrees that, to the fullest extent permitted by law, Engineer's total liability to the Contractor for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Engineer under this Agreement, shall not exceed the amount of Engineer's Professional Liability insurance, which Engineer shall carry during the term of this Contract and which shall be no less than \$1,000,000. The Contractor acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Engineer's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.
23. Standard of Care. In providing services under this Agreement, Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Engineer and by mutual agreement between the parties, Engineer will, without additional compensation, correct those services not meeting such a standard.

Estimated Project Schedule



★ Internal/Draft Deliverable
★ Final Deliverable
▲ In-Person Meeting
▼ Virtual Meeting