



July 31, 2024

Ruben Hernandez
Project Manager
Milnet Architectural Services, PLLC
608 S. 12th Street
McAllen, Texas 78501
rubenh@milnet-archservices.com

**PROPOSAL FOR PROFESSIONAL ARCHITECTURAL, STRUCTURAL AND MEP
PEER REVIEW SERVICES FOR HIDALGO CO. EMERGENCY MANAGEMENT
FACILITY (WGI OPPORTUNITY NO. 24.3017)**

Dear Mr. Hernandez,

WGI, Inc. (WGI) is pleased to provide this proposal to Milnet Architectural Services, PLLC (CLIENT) for professional services on the above referenced project located in Edinburg, Texas. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's "Contract Terms and Conditions," which are enclosed and incorporated into this proposal.

It is our understanding that the project scope will consist of an architectural, structural engineering and mechanical/electrical/plumbing (MEP) engineering safe room peer review in accordance with the 2020 ICC 500/NSSA *Standard for the Design and Construction of Storm Shelters* (Section 106) and FEMA P-361 *Safe Rooms for Tornadoes and Hurricanes, Fourth Edition* located at 7517 N. Expressway 281, Edinburg, Texas 78542.

We are confident that you will find our recent experience on similar projects, combined with our relationships with your team will bring added value to the project.

We aim to be a productive and meaningful member of your ensemble. If we can provide any additional information to facilitate your evaluation of our proposal, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'RLV', with a stylized flourish at the end.

Robby L Vogel, PE, LEED AP BD+C, M.ASCE
Director, Structural Engineering
TX Reg. No. 107822



PROJECT SCOPE

The scope of services to be provided within this agreement are based upon the following information received from the client and/or architect:

- City of Edinburg, TX Building Code: 2018 International Building Code.
- Email provided by Ruben Hernandez (Milnet Architectural Services, PLLC) regarding size and scope of proposed work and sheet list of document set.
- Design shall be in accordance with FEMA P-361 Section A1.2 terminology (FEMA Funding Criteria) as it pertains to FEMA Safe Room.

OBJECTIVE

It is our understanding WGI has been requested to provide the 3rd party peer review services for a new ICC 500/FEMA P-361 shelter for a 20,000 square foot facility located in Edinburg, Texas. The peer review shall be conducted with documents identified in Section 107 "Construction Documents" of the governing storm shelter review code as required by the Authority Having Jurisdiction (AHJ), hereinafter known as "The Code". WGI's peer review will consist of reviewing the documents developed by the Client's design consulting team consisting of the Architect of Record (AOR), the Structural Engineer of Record (SEOR) and the Mechanical Engineer of Record (MEOR) hereinafter known as "The Design Team". The final deliverable will consist of a signed and sealed report submitted to the AHJ for review. The report shall describe the items reviewed for their general compliance with The Code and recommend acceptance or rejection of the storm shelter design documents and quality assurance plan.

The anticipated review time for each stage of review is listed in the Basic Services section of this proposal. WGI also recommends allowing 5-7 business days after each review is completed to allow the Design Team time to address comments.

PEER REVIEW RESPONSIBILITY

This peer review shall in no way, either expressly or contextually, in provision of the services rendered, supplant, supplement, alter or diminish in any way the Architect of Record (AOR) or Engineer of Record (EOR) professional responsibilities and duties.

BASIC SERVICES

Based on the information received and our understanding of this project, we propose to provide the following peer review services:

A. Issue for Construction (IFC)

1. Review of the following documents prior to issuance to the AHJ for permit. The review will focus on the requirements commensurate with The Code.
 - a) Architectural Drawings
 - b) Structural Drawings & Calculations
 - c) MEP Drawings



- d) FEMA Floodplain Review
- 2. WGI will provide review documentation in the form of PDF expressing noted deficiencies or misdirection observed following WGI's receipt of construction documents.
- 3. WGI will provide a letter to the AHJ recommending they accept/reject the safe room design.

B. Project Meetings

- 1. Team project meetings (conference calls with the design team via phone or web-based platform). WGI's basic scope includes the following number of Team project meetings.
 - a) IFC review:
 - i. One (1) meeting to discuss independent review.
- 2. Additional meetings, if requested, will be billed hourly as an Additional Service. The following are also considered additional meetings:
 - a) In-person meetings requiring out-of-town travel by WGI staff
 - b) Pre-Construction meetings
 - c) OAC Meetings

FEE

We propose to provide the specific services described in this proposal as outlined below.

	Item	Fee Basis	Fee
A.	IFC Review		
	A.1.a Architectural	Lump Sum	\$3,500
	A.1.b Structural	Lump Sum	\$4,400
	A.1.c MEP	Lump Sum	\$3,900
	A.1.d FEMA Floodplain Review	Lump Sum	\$1,500
		TOTAL	\$13,300
B.	Additional Meetings & Review	Hourly	Hourly

Notes:

- 1. Team Project Meetings that are anticipated for the project are included at no additional cost as described in Section B above. Additional meetings beyond those listed as basic services will be charged on an hourly basis.
- 2. Payment shall be made monthly in proportion to the Engineering Services rendered.
- 3. If the Project is abandoned, the fees accrued prior to the date of stop notification shall be based upon the hourly rates for Engineer's services as described under the Project Assumptions section of this proposal.
- 4. The lump sum fee above assumes that the design portion of the project will be finished within six (6) months from the date noted on this proposal. Any portion of the services requested after expiration of the six (6)-month period is subject to escalation in the amount of change in the Engineer's cost from the effective date of the Agreement.
- 5. Hourly rates for this project, whenever applicable, shall be based on our Hourly Rate Schedule in use at time of service.



PROJECT ASSUMPTIONS AND EXCLUSIONS

In completing this proposal, WGI has made the following assumptions:

1. The Architect or Owner will provide plans which meet the requirements of the applicable jurisdiction(s), including compliance with building and fire codes.
2. This scope and fee proposal is valid for 30 days from the date of issuance. After this period, we reserve the right to modify both the scope and fee.
3. If WGI's Peer Review is required prior to obtaining a building permit: IFC review documents shall be submitted for review prior to requiring permit and allowing the required review time. WGI is not responsible for any delays in the schedule due to insufficient drawings submitted for review that do not meet general conformance with The Code and require further revisal and review.
4. The scope of Basic Services concludes at the submission of the contract documents to the Authority Having Jurisdiction (AHJ) by the Client. Addressing of comments from the AHJ or other governing body (FEMA) will be subject to Additional Services.
5. Additional Services are those services not included in Basic Services and for which Engineer will receive additional compensation. Additional Structural Services must be authorized by Client in writing and accepted by Engineer. Some examples of Additional Structural Services that may be required on this Project are as follows:
 - a) Attendance at additional Project meetings requested by the Client, in excess of those listed.
 - b) Increased services resulting from changes/increases in Project scope or scope of WGI's Services.
 - c) Review of shop drawings or submittal data in addition to that included as Basic Services.
 - d) Additional peer reviews, above those listed in this proposal, that are required shall be billed to the Client at the standard hourly rates as listed in this proposal.
 - e) Additional reviews of the contract documentation due to the implementation of an alternate structural system after the selection and implementation of the primary structural system or addressing comments from the Authority Having Jurisdiction or other governing bodies.
 - f) Other services performed that are not otherwise provided for under this proposal or professional engineering services contract.
6. Additional services are available at standard hourly rates or as agreed upon through a signed Additional Services Agreement.
7. This scope and fee proposal is valid for 30 days from the date of issuance. After this period, we reserve the right to modify the scope and fee.
8. We will not commence work outside of this scope without written authorization.

In completing this proposal, WGI excludes the following:

1. Project review fees, inspection fees, fiscal surety, and other associated project-related fees are not included in this scope and remain the responsibility of the architect or project owner.
2. Estimates of construction cost or material tonnage.
3. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).
4. Any scope of services pertaining to FEMA's Hazard Mitigation Assistance (HMA) funding program or operations and maintenance (O&M) of the facility.



PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to Milnet Architectural Services, PLLC and Hidalgo County. Upon acceptance of this proposal, along with the attached Agreement Provisions and our current Fee Schedule, please sign and return an executed copy to this office. Please note that the Agreement Provisions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work. By executing this Proposal, CLIENT expressly agrees to be bound by the Agreement Provisions and the enclosed Fee Schedule. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Agreement Provisions.

Respectfully submitted,
WGI, Inc

Eric Luttmann, AIA
Director, Architecture

Marc Remmert, PE
Director, MEP Engineering

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the State of Tennessee. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

AUTHORIZATION FOR CREDIT CHECK: By signing this Proposal, I hereby authorize WGI to conduct a credit check or obtain a credit report with respect to CLIENT (as identified in this Proposal) for purposes of WGI providing services to CLIENT.

Corporate Representative:

Name (Printed)

This Proposal accepted this ____ day of _____, 2024.

By _____
Name (Signature)
Milnet Architectural Services, PLLC



Please provide the following billing information:

Name / Company Name

Billing Address

City

State

Zip

Contact Name

Email Address

Phone Number

Fax Number

Enc.: WGI, Inc. Contract Terms and Conditions, Fee Schedule



WGI, INC.
CONTRACT TERMS AND CONDITIONS
JUNE 2020

- 1. Performance:** WGI, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
- 2. Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be made in compliance with the Texas Prompt Payment Act Sec. 28.002.
- 3. Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's then-current Fee Schedule.
- 4. Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, airfare, per diem, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's then-current Fee Schedule.
- 5. Cost Estimates:** Client hereby acknowledges that WGI has no control over the cost of labor or materials, contractors' methods of determining bid prices, or control over competitive bidding, market, or negotiating conditions. Thus, WGI cannot and does not warrant that estimates of probable construction or operating costs prepared or provided by WGI will not vary from actual costs incurred by Client. Client expressly agrees that WGI shall have no liability for any failure of bids or actual construction or operating costs to comply with Client's budget or WGI's cost estimates.
- 6. Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.
- 7. Indemnification:** Client shall, to the extent allowed by law, defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.
- 8. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of financing, loss of business, loss of income, loss of reputation, interest expenses, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- 9. Hazardous Materials:** Unless specifically and expressly set forth in WGI's scope of services under this Agreement, and only to the extent set forth therein, WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or



hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.

- 10. LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both Client and WGI, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WGI and its officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of WGI and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the total amount of the fee actually paid to WGI for its Services performed under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

In the event Client is unwilling or unable to limit liability in accordance with the provisions set forth in this section, Client may, upon written request of Client and received by WGI within five days of Client's acceptance hereof, increase the limit of liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on liability. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. In any event, attorney's fees and costs expended by WGI in connection with any claim shall reduce the amount available, and only one such amount will apply to any Project.

If any of the above provisions of this section is/are deemed invalid or unenforceable for any reason, the limit of liability shall not exceed the available policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this section shall inure to the benefit of WGI's officers, directors, partners, employees, shareholders, owners, and subconsultants, which shall be considered third-party beneficiaries for the purposes of this section. The provisions of this section shall survive the termination of this Agreement.

- 11. Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.
- 12. Events of Default:** Client shall be in default under this Agreement if it (i) fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) fails to observe or perform any other term, condition or covenant under this Agreement, (iii) breaches any warranty or representation made under this Agreement, (iv) dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, (vi) fails to work with WGI in good faith and fair dealing under this Agreement, or (vii) becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.
- 13. Suspension of Services:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.
- 14. Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CAD files, field data, notes, Digital Data files, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law,



to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

If documents are provided to Client, Client's contractor, or Client's other consultants by WGI in electronic media, such as CAD files or other native format, Client agrees that this is solely as a convenience, and may not be relied on in the same manner as the signed, sealed documents; nor are such electronic files represented to be accurate and faithful representations of the signed, sealed documents. WGI makes no representations or warranties regarding the accuracy, completeness, or readability of information contained in electronic media files.

- 15. Digital Data Files:** It is expressly understood that CADD and BIM files, and other electronic files ("Digital Data files") are issued only as supplemental information for convenience to the Client, contractor or other authorized user. Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by WGI to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted, whether inadvertently or otherwise. As a result, WGI makes no representations or warranties, whether expressed or implied, as to the accuracy of any Digital Data files. The accuracy of Digital Data files cannot be warranted or guaranteed, and any such files provided by WGI to Client, or any other party will be issued solely as a convenience and courtesy. Digital Data files are not contract documents, and shall not be relied upon, or used for construction or staking. Any use of the information obtained or derived from Digital Data files will be at Client's, or other receiving party's or user's sole risk, and Client hereby waives and releases any and all claims against WGI arising from or relating to the use of or reliance upon Digital Data files. To the extent any differences, discrepancies, or conflicts exist between the Digital Data files and the contract documents, the contract documents shall control.
- 16. Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.
- 17. Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
- 18. Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.
- 19. Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
- 20. Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
- 21. Applicable Law and Venue:** This Agreement shall be governed by the laws of the state in which the WGI office performing the services for the subject project is located. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in the county in which the WGI office performing the services for the subject project is located.
- 22. Mediation:** All disputes between the Parties arising out of or relating to this Agreement, with the exception of WGI seeking payment from Client for services rendered, shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.
- 23. Statute of Limitations and Repose:** Any applicable statute of limitations or repose shall commence to run and any cause of action shall be deemed to have accrued on the date WGI's drawings are sealed, but in any event not later than the date of substantial completion of the project for which WGI's services are provided.



- 24. Force Majeure:** WGI shall not be liable for any damages or delays in rendering its Services arising from acts of God, epidemics, pandemics, quarantine restrictions, strikes, labor disputes, civil unrest or disturbances, acts of terrorism or war, abnormal weather conditions, or any other cause beyond WGI's reasonable control.

**THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY
FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES**

- 25. Construction Administration:** WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI will provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.
- 26. Construction Observation:** WGI, as a representative of the Client, will visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work relating to WGI's scope, (2) to endeavor to advise Client of defects and deficiencies in such work, and (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. WGI shall not be responsible for inspecting the Contractor's work, does not have the right to stop Contractor's work, and shall not be liable for construction defects or deficiencies. WGI's construction observation services shall not relieve Contractor of its responsibility to comply with the contract documents.
- 27. General Contractor's Responsibilities for Construction and Jobsite Safety:** Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall remain solely and exclusively responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.
- 28. Property Insurance:** Client agrees to procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the project, or until no person or entity other than Client has an insurable interest in the project, whichever is later. This policy shall name WGI as an additional insured. Client further agrees to waive all rights against WGI for damages that are, or could have been, covered by property insurance and such waiver of subrogation shall be effective notwithstanding any duty of indemnity, contractual or otherwise.
- 29. Deviations from Contract Documents:** WGI will report to the Client known and observable deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 30. Certificates for Payment:** WGI will review and certify the amounts due to Contractor and will issue certificates for such amounts. Such certification for payment will constitute a statement to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1)



made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- 31. Rejection of Work:** WGI shall have authority to recommend to Client that it reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to recommend to Client that it require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 32. Submittals:** WGI will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with the design concept of the project and information provided in the Contract Documents. Contractor is responsible for full compliance with the plans, specifications, and contract documents, dimensions, quantities, and performance requirements to be confirmed and correlated at the jobsite, the furnishing of all items whether or not shown on the submittal, means, methods, and sequence of construction, quantities, coordination of the work of all trades, and related jobsite safety precautions or programs. WGI's action will be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 33. Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI will specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 34. Change Orders:** WGI will prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- 35. Submittals and Final Completion:** WGI will conduct observations to determine the date or dates of Substantial Completion and the date of final completion, will receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon a final observation indicating that the Work generally complies with the requirements of the Contract Documents.
- 36. Interpretations and Decisions:** Interpretations and decisions of WGI will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI will endeavor to secure faithful performance by both Client and Contractor, will not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.



WGI, INC.
FEE SCHEDULE*
EFFECTIVE DATE 10/28/2023

Hourly Rate		Hourly Rate		Hourly Rate	
ENGINEERING SERVICES		SURVEY SERVICES CONTINUED		ENVIRONMENTAL SERVICES	
Executive Engineer	\$370.00	1 Person Field Survey Crew	\$125.00	Executive Environmental Scientist	\$280.00
Chief Engineer	\$360.00	2 Person Field Survey Crew	\$170.00	Principal Environmental Scientist	\$240.00
Principal Engineer	\$335.00	3 Person Field Survey Crew	\$220.00	Senior Project Manager	\$215.00
Senior Project Manager	\$320.00	4 Person Field Survey Crew	\$270.00	Project Manager	\$180.00
Project Manager	\$250.00	2 Person SUE Crew	\$180.00	Senior Environmental Scientist	\$215.00
Senior Engineer 2	\$295.00	3 Person SUE Crew	\$240.00	Environmental Scientist	\$145.00
Senior Engineer 1	\$260.00	4 Person SUE Crew	\$290.00	Environmental Technician	\$110.00
Engineer 2	\$230.00	5 Person SUE Crew	\$320.00	ARCHITECTURAL SERVICES	
Engineer 1	\$210.00	Laser Scan Crew	\$250.00	Principal Architect	\$320.00
Senior Engineer Intern	\$160.00	Hydrographic/Bathymetric Crew	\$350.00	Senior Project Manager	\$280.00
Engineer Intern	\$145.00	UAS Flight Crew	\$280.00	Project Manager	\$230.00
Chief Designer	\$200.00	Fixed Wing Aerial Flight Crew	\$1,150.00	Senior Architect	\$270.00
Senior Designer	\$170.00	Geospatial Analyst	\$110.00	Project Architect	\$215.00
Designer	\$140.00	Geospatial Developer	\$150.00	Architect	\$180.00
Field Engineer	\$210.00	PLANNING SERVICES		Senior Graduate Architect	\$160.00
Field Inspector	\$155.00	Executive Planner	\$340.00	Graduate Architect	\$130.00
BIM Designer	\$100.00	Chief Planner	\$280.00	OTHER PROFESSIONAL SERVICES	
SURVEY SERVICES		Principal Planner	\$225.00	Expert Witness	\$455.00
Chief Surveyor	\$310.00	Senior Project Manager	\$215.00	GIS Technician	\$120.00
Principal Surveyor	\$275.00	Project Manager	\$190.00	Administrative Assistant	\$130.00
Senior Project Manager	\$225.00	Senior Planner	\$160.00	Intern	\$85.00
Project Manager	\$195.00	Planner	\$120.00	REIMBURSABLE EXPENSES	
Senior Professional Surveyor	\$190.00	LANDSCAPE ARCHITECTURAL SERVICES		Copies, Black & White (each)	\$0.50
Professional Surveyor	\$160.00	Chief Landscape Architect	\$300.00	Copies, Color (each)	\$1.00
Certified Photogrammetrist	\$200.00	Principal Landscape Architect	\$280.00	Plots, Black & White (each)	\$2.00
Senior Survey Technician	\$150.00	Senior Project Manager	\$225.00	Plots, Color (each)	\$16.00
Survey Technician	\$125.00	Project Manager	\$190.00	Mylars (each)	\$74.00
SUE Technician	\$125.00	Senior Landscape Architect	\$235.00	Foam Core Presentation Boards (each)	\$8.00
Field Technician	\$90.00	Landscape Architect	\$200.00	All Third Party – Party Expenses	Cost Plus 15%
Chief Utility Coordinator	\$275.00	Senior Designer	\$160.00		
Senior Utility Coordinator	\$215.00	Designer	\$120.00		
Utility Coordinator	\$170.00	Entry Level Designer	\$110.00		

Expenses: In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

***BE ADVISED THAT THIS FEE SCHEDULE IS SUBJECT TO CHANGE AS ADJUSTED BY WGI, INC. ANNUALLY. YOU WILL BE SUBJECT TO THE THEN CURRENT RATES APPLICABLE AT THE TIME OF SERVICE.**