

AGREEMENT FOR
PROFESSIONAL MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING
SERVICES BY AND BETWEEN WEBB COUNTY AND DBR ENGINEERING
CONSULTANTS, INC.

THIS AGREEMENT made and entered this _____ day of _____, 2026 (the "Effective Date") by and between Webb County, Texas acting through its Commissioners Court, 1000 Houston Street, Laredo, Texas 78040 (herein "Owner") and DBR Engineering Consultants Inc., a Texas For Profit Corporation, 901 Victoria Street, Suite A, Laredo, Texas 78040 (herein "Engineer"), for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with RFQ 2026-002 "Mechanical Electrical & Plumbing Engineering Services for the Webb County Jail Facility-Replacement of multiple HVAC Air Handler Units", hereinafter referred to as the "Project." Said Project entails the replacement of twenty (20) air handler units in the Webb County Jail. Most of the units are chilled water units with at least four being DX. All said air handler units are above ceilings. Some units are above in accessible ceilings which will require full ceiling removal and installation. There will be some structural analysis required as the new units may exceed the weight of the existing equipment. In consideration of the mutual covenants hereinafter as set forth, the Parties, Owner and Engineer, herein agree as follows:

SECTION 1 GENERAL

1.1 Engineer shall, at his own expense, satisfactorily perform professional mechanical, electrical and plumbing ("MEP") engineering services necessary to properly design and develop MEP-related contract documents for all phases of Project indicated below:

- Study and Report Phase
- Preliminary Design (Schematic) Phase
- Final Design Phase
- Construction Document & Bidding Phase
- Construction Phase

Upon completion of any Phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services, shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual structural (if required), architectural (if required), mechanical, electrical, plumbing, and planning services.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Exhibit 1- "Scope of Services" and the items identified in Section 2 of this

Agreement which are applicable to each phase for which Engineer is to render professional services.

- 1.3 Professional Engineering Services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Texas. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed and bear the seal of such registered engineer.

SECTION 2 ENGINEERING SERVICES

2.1 Study and Report Phase. Engineer shall provide professional services with respect to the Project during the Study and Report Phase, Engineer shall perform the following unless otherwise as stated in Exhibit 1:

- (a) Consult with Owner to determine the requirements of the Project and review available data.
- (b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs regarding evaluation of HVAC system for a county corrections center complying with all requirements set forth by the Texas Commission on Jail Standards.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of the Project.
- (e) Comply with county correction centers Temperature Level Requirements as provided under 37 Texas Administrative Code §260.154.
- (f) Provide general economic analysis of Owner's requirements applicable to various alternatives, if applicable.
- (g) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions, if any, available to Owner and setting forth Engineer's findings and recommendations with opinions of probable costs.

- (h) Furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

2.2 Preliminary Design (Schematic) Phase. Engineer shall provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall perform the following unless otherwise as stated in Exhibit 1:

- (a) Consult with Owner and determine the general design concept of the Project requirements based upon information furnished by Owner as well as any study Report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of the Project.
- (c) Prepare and submit to Owner a requirement checklist of any data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent or presented by design alternatives and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost and contingencies.
- (f) Engineer shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.3 Final Design Phase. Engineer shall provide professional services with respect to the Project during the Final Design Phase, Engineer shall perform the following unless stated in Exhibit 1.

- (a) **After consultation with Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and specifications shall, if applicable, comply with all applicable building codes and requirements of regulatory agencies having any approval authority over Final design, including Drawings and Specification, and shall also comply with ADA**

Accessibility Guidelines (ADAAG) Manual developed by the U.S. Architectural and Transportation Barriers Board (2010) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Further, if applicable, Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with the ADAAG Manual or 28 CFR 36 Standards.

- (b) Make reasonable revisions to the Drawings and Specifications requested by Owner informing the Owner of any change in probable construction costs as a result of such revisions.
- (c) **Provide technical criteria, written descriptions, and design data for Owner's use, and** disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
- (d) **Based upon Engineer's best professional judgment, prepare and submit to Owner a** current detailed cost estimate for the Project including construction cost, and contingencies.
- (e) Engineer shall furnish one (1) hard copy and use (1) electronic copy of each above referenced **submittal document to Owner for Owner's use and shall review same in** person with Owner. Owner may request additional copies as needed for no additional charge.

2.4 Construction Documents & Bidding Phase. Engineer shall provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall perform the following unless otherwise stated in Exhibit 1:

- (a) Prepare and submit to Owner, **through the County's Purchasing Agent**, draft forms of general and special conditions, information for bidders, bid forms, warranty and including any special requirements imposed upon such contracts by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, Owner's standard forms of agreement, if available, warranty, payment and performance bonds, general conditions, and selected specifications.
- (b) After review and comment by Owner, prepare and submit all deliverables identified in Exhibit 1 to the Agreement, general and special conditions, Drawings, specifications, bid sheet forms, warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final

bid documents shall be furnished to Owner, through its Purchasing Agent. Unless otherwise specified in Exhibit 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and Auto CAD format on electronic media.

- (c) Make recommendations to Owner, through the County's Purchasing Agent, concerning the need for prequalification of equipment, vendors, or bidders, and if requested by Owner, incorporate prequalification requirements into bid and construction contract documents.
- (d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.
- (e) Consult with and make recommendations to Owner concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.4. Construction Phase. Engineer shall provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall perform the following unless otherwise as stated in Schedule I:

- (a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.
- (b) Engineer shall visit the Project site, as provided in Exhibit 1, perform observations as to progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Exhibit 1-"Scope of Services", concerning the level of observations shall determine Engineer's obligation concerning level of observation.
- (c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.
- (d) Promptly advise the Owner in writing of any omission, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

- (e) Reject any work that on the Project that does not conform to the contract documents.
- (f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of construction work.
- (g) Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications, and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.
- (h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications, and other contract documents.
- (i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.
- (j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.
- (k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.
- (i) The Engineer shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

- (a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports, and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his work.
- (b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent acts or omissions; except that Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain an affidavit of merit as a condition precedent to commencement of an action, including any such requirements set forth in the Texas Civil Practice and Remedies Code Chapter 150.
- (c) **Engineer's professional responsibility shall comply with the standard of care** applicable to the type of engineering services provided, commensurate with the size, scope and nature of the Project.
- (d) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Engineer's employees.
- (e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants hereto for the Project assignments and areas of responsibility stated therein. Upon execution of this Agreement, Engineer shall provide Owner the name(s) of any professional consultants subcontracted by Engineer. Within ten (10) days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such consultant(s), or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to

whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative ("**Project Manager**") who shall have complete authority to bind Engineer, and to whom Owner should address communications.

- (f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.
- (g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Exhibit 2 - "Fee Schedule".

SECTION 3. OWNER'S RESPONSIBILITIES

Section 3.1 Owner shall:

- (a) Designate the Webb County Engineer as representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

- (b) Advise Engineer of Owner's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.
- (c) Provide Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project.
- (d) Assist in arranging for Engineer to have access to enter public property as required for Engineer to perform his services.
- (e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- (g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.
- (h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TERM OF AGREEMENT

4.01 Initial Term. The initial term of this Agreement shall begin on the Effective Date and shall expire twelve (12) months after that date unless renewed or terminated in accordance with the term of this Agreement.

4.02. Completion of Work in Progress. Owner has the option to extend the term of this Agreement for Engineer to complete his work on the Project.

SECTION 5. PAYMENT

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed Sixty Thousand Seven Hundred Fifty Dollars (\$60,750.00) in the aggregate. Compensation encompasses accommodations, airfare, mileage, document reproduction, and delivery costs. Compensation for Engineering services under this Agreement shall be paid upon completion of each Project Phase and as follows:

i. Study & Report Phase; Preliminary& Final Design Phase:	20%
ii. Construction Document Phase:	60%
iii. Bidding Phase:	5%
iv. Construction Administration Phase:	15%
Total Compensation:	100%

The maximum amount of compensation for any phase of the Project shall not exceed the amount specified under this section 5.1.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount for actual professional services rendered incurred during each Project phase. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within thirty (30) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 No separate or additional payment shall be made for travel, profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses.

5.4 No compensation shall be paid to Engineer for services required and expenditure s incurred correcting Engineer's mistakes or negligence.

5.5 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g) and as set forth in Exhibit 2-“**Fee Schedule**”.

SECTION 6. TERMINATION

6.1 Termination for Convenience. Owner reserves the right to terminate this Agreement and Engineer's performance here under, at any time upon written notice, for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Termination for Cause. This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms of the Agreement and through no fault of the terminating party and such failure is not fully cured within thirty (30) day of notice provide by the non-defaulting party. Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Exhibit 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Client. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.3 Compensation. In the event termination of this Agreement not the fault of the Engineer, Engineer shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Engineer delivers to Owner statements, accounts, reports, and other materials as required for payment along with reports, documents, and other materials prepared by Engineer. Such compensation shall not exceed the maximum compensation provided for complete performance in Section 5.1

6.4 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7 GENERAL PROVISIONS

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

7.1(b) Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.2 Insurance and Indemnity.

- (a) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under the workers' compensation statutes, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury or destruction of property including loss of use therefrom; and such insurance will provide for coverage in such amounts as set forth in paragraph (b).
- (b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:
 - (i) Workers Compensation insurance complying at statutory limits, including Employers Liability coverage with a minimum limit of \$1,000,000.00 each-occurrence each accident/\$1,000,000.00 by disease each occurrence/\$1,000,000 by disease aggregate. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Owner.

- (ii) Commercial General Liability Insurance. Engineer shall secure and maintain during the period of this agreement/contract and for additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Engineer with respect to all work performed by him and all his subconsultants under this agreement/contract, to be written on a comprehensive policy form. The insurance shall be written in an amount of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which include products/completed operations (\$1,000,000.00 products/completed operations aggregate, and XCU (Explosion, Collapse, Underground) hazards. This policy of insurance shall name Webb County, its agents, officers and employees as additional insured. The policy shall also provide coverage for contractual liability assumed by Engineer under the provisions of the Agreement/Contract, and "Completed Operations and Project Liability" coverage.
- (iii) Comprehensive Automobile Liability Insurance. Engineer shall procure and maintain during the period of the agreement/contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with minimum limits combined single limits of \$1,000,00.00 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired care coverage. Webb County shall be named an additional insured on the policy.
- (iv) Professional Liability Insurance with coverage of not less than \$1,000,000.00 in a form and with a deductible acceptable to Owner. This coverage must be maintained for at two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (v) Umbrella coverage at minimum limits of each-occurrence/aggregate with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies.
- (c) ENGINEER AGREES TO HOLD HARMLESS, DEFEND, AND

INDEMNIFY OWNER FROM AND AGAINST ANY LIABILITY TO THIRD PARTIES, ARISING OUT OF NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, HIS EMPLOYEES, SUBCONTRACTORS, AND CONSULTANTS REGARDING THE PROJECT.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to who it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage paid, certified mail, return receipt requested, addressed to the Owner, Webb County c/o Webb County Judge, 1000 Houston Street, 3rd Floor, Laredo, Texas 78040, or to the Engineer DBR Engineer Consultants Inc. c/o Hugo Avila, PE, Principal-in-Charge, 901 Victoria Street, Suite A, Laredo, Texas 78040. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5. Appointment of Representative. Owner has designated the County's "**Director of Capital Projects Facilities Infrastructure**" ("**Director**") as the representative to act partially or wholly for Owner in connection with the Project under this Agreement. The Director shall coordinate its services for this Project solely through the representative designated by the Engineer for this Project.

7.6. Independent Contractor. Engineer acknowledges that it is engaged as an independent contractor and not as an agent or employee of Owner. Engineer is not entitled to benefit of any kind to which Owner's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Engineer assumes full responsibility for payment of all federal, state and local taxes or contributions. This Agreement does not create a partnership or a joint venture between the Owner and Engineer hereto, nor does it authorize either Owner or Engineer to serve as the

legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other party to the Agreement.

7.7. Amendment. No changes to this Agreement/Contract shall be made except upon written agreement of both Parties.

7.8 Successors and Assigns. Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract of Engineer, and Engineer's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Agreement are, however, assignable by Owner.

7.9 Subcontracting. Engineer agrees not to subcontract any part of the services to be rendered hereunder without the prior written consent of Owner. If subcontracting is permitted, Engineer must identify the subcontractor(s) to Owner prior to any subcontractor beginning work.

7.10 Confidentiality. Engineer shall treat any Owner supplied information regarding this Project with confidentiality and shall not disclose any such information to others except as necessary for the performance of this Agreement or authorized by Owner in writing.

7.11 Open Records. All information, documentation and other material submitted by Engineer may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.

7.12 Franchise Tax Certification. If Engineer is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Engineer certifies that it is no currently delinquent in the payment of any taxes due under Chapter 171, or that Engineer is exempt from the payment of such taxes.

7.13 Captions. The captions of sections in this Agreement are for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

7.14 Severability. Should any provision(s) of this Agreement be held invalid or unenforceable in any respect, that provision shall not affect any other provisions and this Agreement shall be construed as if the invalid or unenforceable provision(s) had not been included.

7.15 Waivers. No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.

7.16 Force Majeure. No party shall be liable or responsible to the other for any loss or damage or for any delays or failure under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

7.17 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the law of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Webb County.

7.18 Venue. Owner and Engineer agree that any litigation regarding this Agreement shall take place in the State Courts of Webb County, Texas.

7.19 Immunity. Owner does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

7.20 Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

7.21 Compliance with Laws. Engineer agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations, or other approvals required in order to fully perform its obligations hereunder. Engineer represents and warrants that all improvements made to the property shall comply with all applicable Federal/State Codes, regulations, and laws

7.22 Authority to Execute. The persons executing this Agreement on behalf of the Parties to this Agreement warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.

SECTION 8 SCHEDULES

The following Exhibits are attached to this Agreement and made part of this Agreement:

Exhibit 1- "Scope of Services" consisting of four (4) page(s).

Exhibit 2- "Fee Schedule" consisting of one (1) page(s).

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

WEBB COUNTY:

TANO E. TIJERINA
Webb County Judge

DBR ENGINEER CONSULTANTS INC.:



Print Name: Edward Puentes, P.E.
Title: Partner

ATTEST:

Hon. Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

EXHIBIT 1

"SCOPE OF SERVICES"

SCOPE OF SERVICES:

Services, included in the scope of services, are marked with an "X" below. Alternate services, not included in the base scope of services, are notated by (Alternate). The additional services can be provided if requested for an additional cost. Services not listed are excluded from this proposal.

Disciplines included in Scope of Services:

- ☒ Mechanical
- ☒ Electrical
- ☒ Plumbing
- ☐ Fire Protection
- ☐ Security
- ☐ Information Technology
- ☐ Audio-Visual
- ☐ Commissioning
- ☐ LEED
- ☐ Sustainability
- ☐ Building Assessment

(See following sections for specific task)

Document Submittals:

- ☐ Schematic Design (SD)
- ☒ Design Development (DD)
- ☒ Construction Documents Review – 50%
- ☐ Construction Documents Review – 90%
- ☐ Issue for Permit
- ☒ Issue for Bid
- ☒ Issue for Construction
- ☐ Design based on prototype
- ☐ Bridging Documents (DD Level)
- ☐ Design Narrative

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Division 28 - Security: Video Surveillance System:

- ☐ Infrastructure only*
- ☐ Full system design and specification

* Infrastructure only services include planning and documenting the field device locations, equipment room or enclosure's size and locations, underground and interior pathways, and coordination with other trades on power, cooling and clearance requirements.

Coordination Services:

- ☐ Coordinate with IT Network Service Provider for delivery to site
- ☐ Coordinate with 3rd party IT Consultant
- ☐ Coordinate with 3rd party Security Consultant
- ☐ Coordinate with 3rd party Lighting Consultant
- ☐ Coordinate with 3rd party Audio Visual Consultant
- ☐ Coordinate with 3rd party Commissioning Agent
- ☐ Coordinate with 3rd party Kitchen Consultant
- ☐ Coordinate with 3rd party Theatrical Consultant
- ☐ Coordinate with 3rd party Pool Consultant
- ☐ Coordinate with 3rd party Acoustical Consultant

Building Commissioning:

- ☐ IECC Commissioning of MEP Systems
- ☐ LEED v4 Fundamental Commissioning and Verification
- ☐ LEED v4 Enhanced Commissioning
- ☐ Whole Building Commissioning
- ☐ Retro-Commissioning
- ☐ Re-Commissioning
- ☐ CHPS Commissioning
- ☐ Functional Testing of MEP Systems
- ☐ Technology/Security Systems Commissioning

Bid/Negotiations Phase:

- ☐ Assist with value engineering
- ☒ Respond to request for information (RFIs)
- ☐ Contractor Interviews

Construction Administration Services:

- ☒ Shop Drawing Review
- ☒ Respond to RFIs
- ☒ Site Investigation prior to design
- ☒ General site observations with report
- ☒ Final Punch List
- ☐ Post Construction Site Visit

LEED:

- ☐ Integrate Process Design/Early Energy Modeling
- ☐ Energy Modeling
- ☐ Consulting/Administration
- ☐ MEP Documentation
- ☐ Daylight Simulation

Sustainability:

- ☐ Energy Modeling for Design Optimization
- ☐ Energy Modeling (Local Jurisdiction Compliance)
- ☐ Daylight Simulation
- ☐ System HVAC Comparisons
- ☐ Life Cycle Cost Analysis
- ☐ Energy Star Certification
- ☐ Energy Incentive Program documentation and application
- ☐ Solar Feasibility Study
- ☐ Solar Ready Design
- ☐ Net Zero Energy Design/Ready

Other Services:

- ☐ Bond Study
- ☐ Facility Assessment
- ☐ Comprehensive Technology Report/Plan
- ☐ Design Guidelines/Facility Standards Writing

MEP Meetings and Travel Time:

- ☒ Perform one (1) initial general site observation to review existing conditions
- ☐ Attend zero (0) design coordination meetings during Schematic Design stage
- ☒ Attend design coordination meetings during Design Development stage
- ☒ Attend design coordination meetings during Construction Document stage
- ☒ Attend one (1) pre-bid meetings
- ☒ Attend one (1) bid opening meetings
- ☐ Attend zero (0) on-site construction meetings
- ☒ Perform eight(8) site observation visit with report
- ☒ Perform one (1) punchlists

Compliance Documentation:

- ☒ ASHRAE 90.1 or IECC Energy Code compliance form completion (prescriptive path only)

BIM:

- ☐ Provides DBR BIM Execution Plan
- ☐ Export and provide clash detection files (.nwc)
- ☐ Perform scheduled in-house clash detections
- ☐ Host in-house BIM coordination meetings
- ☐ N/A

Levels of Development (LOD) PO AIA G 202-2013:

- ☐ LOD: 100
- ☒ LOD: 200
- ☐ LOD: 300
- ☐ LOD: 350
- ☐ N/A

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Specification Format:

- ☐ Sheet Specifications
☒ Book Specifications per CSI 2004 or later

Construction Documents (Div. 21, 22, 23, & 26)

Division 21 - Fire Sprinkler:

- ☐ Performance specifications only
☐ Pump Design with performance specification
☐ Pump with Tank and performance specification

Division 22 - Plumbing:

- ☒ Piping Plans
☒ Risers
☐ Schedules
☒ Details
☐ Calculations
☐ Site Natural Gas
☐ Medical Gases
☐ Compressed Air

Division 23 – Mechanical:

- ☒ Duct Layout
☒ Piping Layout
☒ Final Specification
☒ Mechanical Details
☒ Mechanical Schedules
☐ Mechanical Calculations
☐ Control Sequences (Specifications)
☒ Control Sequences (Drawings)
☐ Operating Room (Special Temperature/Relative Humidity)
☐ CFD Modeling (Stair/Elevator pressurization and smoke removal/evac system)

Division 26 - Electrical:

- ☒ Power Plans
☐ Lighting Plans (Interior)
☐ Lighting Plans (Exterior)
☒ Panelboard Schedules
☐ Load Analysis
☐ One Line Diagram
☒ Schedules
☒ Details
☐ Site Power and Lighting
☐ Emergency Lighting and Power with Emergency Generator
☐ Emergency Lighting and Power with Battery backup

Construction Documents (Div. 27 & 28)

Division 27 - Technology: IT Structured Cabling:

- ☐ Infrastructure only*
☐ Full system design and specification
☐ Procurement Assistance

Division 27 - Technology: IT Network Equipment:

- ☐ Specification and equipment list for network switches, servers
☐ Specification and equipment list for Wifi Access Point devices
☐ Specification and equipment list for Telephone handsets and PBX equipment

Division 27 - Technology: Integrated Audio-Video System:

- ☐ Infrastructure only*
☐ Full system design and specification
☐ AV spaces included:
☐ AV spaces excluded:

Division 27 - Technology: DAS System:

- ☐ Emergency Radio DAS (Distributed Antenna System) performance specification
☐ Emergency Radio DAS Equipment room space planning and coordination
☐ Cellular DAS (Distributed Antenna System) performance specification
☐ Cellular DAS Equipment room space planning and coordination

Division 27 - Technology: Intercom/PA System:

- ☐ Infrastructure only*
☐ Full system design and specification

Division 27 - Technology: Master Clock System:

- ☐ Infrastructure only*
☐ Full system design and specification

Division 27 - Technology: Nurse Call System:

- ☐ Infrastructure only*
☐ Full system design and specification

Division 28 - Fire Alarm:

- ☒ Performance specifications only
☐ Performance specification with DBR providing Fire Alarm Layout

Division 28 - Security: Intrusion Detection System:

- ☐ Infrastructure only*
☐ Full system design and specification

Division 28 - Security: Access Control System:

- ☐ Infrastructure only*
☐ Full system design and specification

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Project Delivery Method:

- ☐ *Traditional – Design, Bid, Build*
- ☐ *Construction Manager at Risk*
- ☐ *Competitive Sealed Proposals*
- ☐ *Design Build*
- ☐ *Design Assist*
- ☐ *Job Order Contract*
- ☐ *Negotiated Contract*
- ☒ *Unknown at this time*
- ☐ *Not Applicable*

EXHIBIT 2

"FEE SCHEDULE"

The hourly billing rates shall be as follows:

Partner	\$350.00/hour	Quality Control	\$200.00/hour
Principal	\$300.00/hour	Assistant Project Manager	\$180.00/hour
Practice Area Leader	\$275.00/hour	Commissioning Agent	\$180.00/hour
Design Director	\$250.00/hour	Engineer in Training II	\$180.00/hour
Director	\$250.00/hour	Construction Administrator	\$175.00/hour
Senior Project Manager	\$250.00/hour	Designer II	\$175.00/hour
Senior Commissioning Agent	\$225.00/hour	Engineer in Training I	\$160.00/hour
Senior Commissioning Engineer	\$225.00/hour	Sustainability Professional	\$160.00/hour
Design Leader	\$220.00/hour	Designer I	\$150.00/hour
Project Manager	\$220.00/hour	Designer Trainee	\$150.00/hour
Senior Engineer	\$220.00/hour	BIM Modeler	\$125.00/hour
Engineer	\$200.00/hour	Business Administrative Assistant	\$120.00/hour
Senior Construction Administrator	\$200.00/hour	Construction Clerk I & II	\$120.00/hour
Senior Designer	\$200.00/hour		