



January 28, 2022
[REDACTED] Proposal #22019

Prepared for [REDACTED] Masjid Al-Islam
[REDACTED]

Dear [REDACTED]:

Thank you for contacting [REDACTED] about your project in Dallas, Texas. The following outlines the scope and fee proposal for services related to your site. Below is our engineering proposal.

[REDACTED] (“[REDACTED]”) shall provide documentation for [REDACTED] Masjid Al-Islam (“CLIENT”) as required for permitting of the proposed including:

- Providing a site plan (horizontal dimensional control plan), that shows the layout of the project
- [REDACTED] shall provide a grading plan, showing a vertical alignment for the site, finished floor elevations for any proposed structure, and proposed contouring for site, sidewalks, and periphery of the site to connect to the adjacent parcels. Retaining wall design up to 4' is included in this proposal, as needed, but larger retaining wall heights would require additional design costs.
- [REDACTED] shall provide a drainage plan, hydrology and hydraulic calculations per the City of Dallas using rational method computations for existing and post-developed flows, and quantifying surface flows on site, including proposed design (plan / profile / section) of swales, detention ponds, bar ditches, storm drains, etc., as necessary, and capacity analysis of the downstream receiving waters from the site.
- [REDACTED] shall provide an erosion control plan, which shall be administered by the contractor during construction.
- [REDACTED] shall provide a utility plan, showing proposed water, and sanitary sewer line design to avoid conflict with the proposed improvement, including domestic water, and fire flow (if necessary). Sanitary sewer sizing and vertical alignment shall be designed per City of Dallas standards and TCEQ state regulations.
- [REDACTED] shall represent CLIENT in meetings with the City of Dallas attending a total of three (3) meetings and public hearings, as necessary.



The following services are **excluded** from this proposal but can be added under separate contract, as needed:

- Geotechnical engineering
- Architectural, structural, and MEP plans
- Construction materials testing
- Platting
- TDLR review
- FEMA permitting
- 3 Way Contract Coordination
- Landscape plans (vegetation layout, species delineation plans, etc.)

The cost of the civil site documents (civil engineering) is sixty-two thousand seven hundred dollars and no cents (\$62,700.00). After a level of due diligence research on the site upon execution of the contract and payment of retainer invoice, based on initial findings and preliminary engineering, if, for some reason, the site is cost prohibitive to build on or otherwise not feasible, services stop at that point and no further payments are expected.

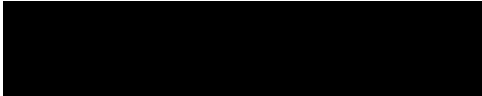
Engineering services shall commence upon payment of 30% of engineering costs (\$18,810.00). Remainder shall be rendered as follows: 60% payable upon first submittal of civil engineering documents to the City of Dallas and 10% payable upon acceptance of engineering plans by the final governing entity.

Plan reproduction shall be at cost plus ten percent. Mileage shall be reimbursed at current IRS approved rates plus fifty percent (88 cents per mile for 2022). Hourly revisions to the design plans per owner-generated scope change or city comment shall be at a computer-drafting rate of \$210 / hour, with engineering design outside of the scope of services billable at \$285 / hour. Permitting fees payable to reviewing entities are not included in this proposal, nor is federal or state permitting (e.g., wetlands identification, underground storage tank remediation, etc.) outside the scope of services mentioned above. Terms and Conditions of this contract are listed on the following page.

Signed _____



Signed _____



The terms: [REDACTED] shall mean [REDACTED], Client shall be the name indicated on this "Agreement for Services," Address and person responsible for approving this "Agreement."

1 All documents prepared or furnished by [REDACTED] pursuant to this "Agreement" are instruments of [REDACTED] professional service, and [REDACTED] shall retain an ownership and property interest therein. [REDACTED] grants Client a license to use instruments of [REDACTED]'s professional service for the purpose of constructing, bidding, occupying, and maintaining the Project. Reuse or modification of any such document by Client without [REDACTED]'s written permission shall be at Client's sole risk and Client agrees to indemnify and hold [REDACTED] harmless from all claims, damages and expenses, including attorneys' fees arising out of such reuse by Client or by others acting through Client.

2 The standard of care for all professional services performed or furnished by [REDACTED] under this "Agreement" will be the skill and care used by members of engineering professionals practicing under similar circumstances at the same time and in the same locality. [REDACTED] makes no warranties, expressed or implied, under this "Agreement" or otherwise, in connection with [REDACTED]'s Professional Services.

3 The client shall require that all other consultants coordinate their drawings and other instruments of service with those of [REDACTED] and advise [REDACTED] of any potential conflict. [REDACTED] shall have no responsibility for the components of the project designed by the Clients other Consultants. Review by [REDACTED] of the clients or his Consultants drawings and other instruments of services are solely for consistency [REDACTED] design for the project. [REDACTED] shall be entitled to rely on the technical proficiency and timely delivery of documents and services furnished by the Client and his Consultants in connection with such documents and services and shall not be required to review or verify those computation or designs for compliance with applicable laws, statutes, ordinances, building codes, rules and regulations. The client shall indemnify and hold harmless [REDACTED] and its employees for and against claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees arising from services performed by other Consultants of the Client.

4 The obligation for payment for all outstanding fees to [REDACTED] by the Client is not conditional precedent to the Client receiving payments or funding for the project.

5 These Terms and Conditions constitutes an "Agreement for Services" governed by the state of Texas and define the full extents of the Terms and Conditions of the "Agreement for Services"

6 Termination: [REDACTED] may terminate this agreement for cause of convenience by providing 7 days written notice to Client. In such event, Client shall pay [REDACTED] for all work authorized, performed, and accepted prior to the dated of notice.

7 Indemnification: The client and [REDACTED] agree to indemnify and hold the other harmless, and their respective officers, employees and representative for and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, and or omissions. In the event claims, losses damages or expenses are caused by the joint or concurrent negligence of the Client and [REDACTED], they shall be borne by each party in proportion to its negligence.

8 Installations for this project will be by other. The client their assigns and the owner/developer shall hold [REDACTED] harmless for any and all claims, losses, costs, damages or expenses caused by installations that differ from the design prepared by [REDACTED].

9 Limitation of Liability: In recognition of the relative risks, rewards, and benefits of the project to both the Client and [REDACTED], the risks have been allocated such that the Client agrees to the fullest extent permitted by law to limit [REDACTED]'s liability for any and all claims, losses, costs, damages of any nature whatsoever or claims, expenses from negligent errors or omissions or causes including reasonable attorney's fees and costs, so that the total aggregate liability of [REDACTED] or his assigns shall not exceed the amount of [REDACTED]'s total fee for services rendered on this project. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

10 Professional Services as requested by the client are being delivered in an expedited delivery system, due to the nature of this requirement, errors and omissions may occur. This "Agreement of Services" shall require that the owner/developer establish a contingency to pay for errors and omission on the part of [REDACTED] which may cause additional construction costs beyond those that would have occurred without the error or omission. This contingency does not apply to unforeseen field conditions, changes requested the Client/Owner/Developer, or to any other changes caused by conditions beyond the control of [REDACTED].

11 Mediation: In an effort to provide resolution for any conflicts that may arise during the project, the Client and [REDACTED] agree that all disputes be submitted to non-binding mediation unless both parties agree otherwise.

12 Failure to sign this "Agreement for Services" but utilizing construction documents for intended purposes shall by default be agreement to this "Agreement for Services". Failure to compensate Engineer for use of the construction documents, in whole or in part, shall be deemed in default of this "Agreement for Services". [REDACTED] shall use all legal means necessary to obtain compensation.

13 Document Correction Agreement: If any document is lost, misplaced, or inaccurately reflects the true and correct terms and conditions of this design, [REDACTED], upon request will make changes, replace, or correct inaccurate documents at no charge to contractor. Changes to modify inaccuracies, shall be at no cost to contractor, unless there is change in scope or client makes changes that effect the design by [REDACTED].

14. [REDACTED] shall make every effort to achieve permitting from the governing body. In the event Permitting Entities or TXDOT make demands that make the project economically unviable or physically unattainable, engineer shall be paid per final invoice based on 100% of scope of services.

15 Severability: If any item under these terms and conditions is deemed to conflict with statutes and laws, that item will be withdrawn, however all other items will remain in effect.

16. Interest of 1 1/2% per month shall be charged on any past due balances from the due date to receipt of payment by the Company. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid by client.

 is a full-service firm offering the following services:

Site Planning

- Site visits to determine site elements and optimum conditions required for design.
- Conceptual design to modify and locate site improvements in coordination with the owner.
- Full subdivision planning and development

Civil Site Design

- Dimensional development of site plan
- Grading and detention plans
- Utility design
- Pavement design
- Storm water pollution prevention plan
- Waste water and septic plans
- Coordination between owner and site designer

Structural Engineering

- Building Structural Design and Analysis
- Retaining Wall Design
- Foundation Design
- Bridge Design
- Hurricane Loading Design
- Structural Design plans
- Slab Design
- Wall Design
- Roof Design

Construction Plans

- Site evaluations
- Design summaries
- Engineering quality control
- Site construction supervision
- As built site/systems drawings
- Coordination services including phone, electric, gas, sewage/storm water

Surveying

- Deed research
- Topographic surveys
- Land divisions
- Family partitions
- Full subdivision development

Hydrology and Hydraulics

- Stormwater Detention ponds
- Master drainage studies
- FEMA
- L.O.M.A.'s
- L.O.M.R's
- HEC-RAS
- HEC-HMS
- USACE wetlands determination

Traffic and Transportation Analysis and Design

- Traffic Studies
- Transportation systems
- Corridor Studies
- Highway Engineering
- Signal Design
- Signal Timing

CE # 1

Our services are available everywhere
you need us

