



January 14, 2022

[Redacted]
Masjid Al-Islam Dallas
2604 S. Harwood St.
Dallas, Texas 75215

Re: Masjid Al-Islam Dallas
Dallas, Texas
[Redacted] P2213.008

Dear [Redacted]

We are pleased to submit the following proposal for civil engineering services on the subject project. The scope of the proposed services is as follows:

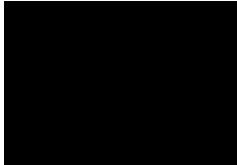
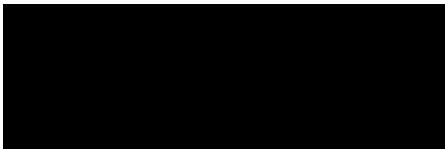
I. BOUNDARY AND TOPOGRAPHIC SURVEY

- A. Our proposal is based on being provided with an electronic file of the existing boundary and topographic survey of the site.
- B. Additional topographic information required for the design of the project will be provided by the owner or performed by us as an additional service.

II. SITE DEVELOPMENT PLANS

Prepare site development plans for the construction of a new Mosque and associated infrastructure items as required by the City of Dallas, based on a site plan prepared by AGA on October 9th, 2020. The scope of services is as follows:

- A. **Preliminary:**
 - 1. Visit site to observe existing conditions.
 - 2. Meet with Architect and City to establish design parameters.
 - 3. Attend predevelopment meeting with City staff.
- B. **Construction Documents:**
 - 1. Attend design meetings with design team consultants as required.
 - 2. Prepare horizontal control and paving plans, including paving details. Paving details will reflect the paving design prepared by the geotechnical engineer and recommended in the soils report.
 - 3. Prepare striping and signage plan per City of Dallas requirements. Coordinate with City of Dallas Transportation Department and TxDOT as required.
 - 4. If required, prepare drawings for improving the existing alley between the two properties. A line-item fee is provided below if this scope is required.
 - 5. Prepare grading and drainage plans. In the case the design of storm water detention basins is required, a separate fee is given below.
 - 6. Prepare drainage area maps for the predeveloped and developed condition per City of Dallas **standards**.
 - 7. Prepare water and sanitary sewer plan for private utilities including all required profiles and details. The design for water or wastewater main extensions is included in a separate section below. The utility services for gas, electric,



telephone and cable TV will be coordinated **by the MEP Consultant** and shown on our plans for reference.

8. Prepare erosion control plan to comply with the City of Dallas erosion control requirements.
9. Prepare special civil details and technical specifications for work designed by us.
10. Submit plans to the City of Dallas for review and respond to comments as required.

LUMP SUM FEE: Construction Documents for Site - \$57,500.00
Alley Improvements - \$6,500.00

III. DRAINAGE REPORT

Prepare a drainage study per City of Dallas Drainage Design Manual, effective October 1st, 2019, and generally outlined in section 10.3 of the Design Manual.

- A. Prepare drainage report to identify drainage impacts resulting from the land development activities and determine necessary controls to be implemented.
- B. Follow City guidelines for the report as outlined in the Drainage Manual including project description, topographic conditions, pre and post developed conditions of the downstream area, etc.
- C. Submit drainage report with all calculations to the City as required.

LUMP SUM FEE: \$5,000.00

IV. STORM WATER DETENTION (if required)

- A. Visit with City Staff to determine detention requirements for the site.
- B. Present design options to Client for subsurface detention and work with team to find an economical solution.
- C. Design storm water detention facility per the City of Dallas requirements.
- D. Prepare Operation and Maintenance Manual per City of Dallas requirements.
- E. Coordinate with Owner and Architect to prepare notarized Owner letters and maintenance guide as needed.
- F. Submit detention design to the City of Dallas for review.
- G. Record approved Operation and Maintenance Manual at Dallas County.

LUMP SUM FEE: \$7,500.00

V. DALLAS WATER UTILITIES MAIN REPLACEMENT

- A. Visit with City Staff to determine scope of work required for the project.
- B. Provide a design for the replacement of the existing 6" water main in Clarence St, from Cesar Chavez Blvd. to S. Harwood St. This scope of work will be required to provide adequate service to the site.
- C. Provide a design for the replacement of the existing 4" water main in Cesar Chavez Blvd. This scope of work may or may not be required.
- D. Provide a design for the replacement of the existing 6" wastewater in the alley between the two properties. This scope of work may or may not be required.
- E. Submit plans to Dallas Water Utilities and respond to comments as required to obtain plan approval.

LUMP SUM FEE: Clarence Water Main - \$8,500.00
Cesar Chavez Water Main - \$3,500.00 (if required)
Wastewater main replacement - \$4,500.00 (if required)

VI. STORM WATER POLLUTION PREVENTION PLAN (By Others)

Texas Commission of Environmental Quality (TCEQ) requires Storm Water Pollution Prevention Plans (SWPPP), Construction Site Notice (CSN) or Notice of Intent (NOI) and written specifications for site construction.

The site Contractor shall prepare the SWPPP and all submittals and maintain required site documents. Owner/Contractor are responsible for submitting CSN or NOI's and NOT's to TCEQ. Owner/Contractor are duly responsible for compliance with SWPPP.

VII. CONSTRUCTION ADMINISTRATION

- A. Make periodic visits as requested to observe progress of site work designed by us and to determine if work is in general compliance with the plans.
- B. Attend site meetings as requested during civil construction phase.
- C. Respond to Contractor requests for information and project submittals as required.
- D. Scope of work **excludes** City of Dallas - Public Works 311T/DP inspections.

LUMP SUM FEE: \$7,500.00

VIII. REIMBURSABLES

Reimbursable items such as reproduction, travel, deliveries, filing fees, review, and recording fees, etc., will be billed at cost plus ten percent (10%). Agency review fees shall be paid by the Owner or they will be billed separately at our cost plus ten percent (10%). Sales tax on applicable surveying services in accordance with H.B. 61 will be billed at cost.

ESTIMATED COST: \$ 1,500.00

IX. ADDITIONAL SERVICES

The following items are not included in the scope of services identified above and will be considered additional services. Additional service work will not be performed unless written authorization for the work is received.

- A. Major changes in the scope of work.
- B. Design for Relocation of Utilities.
- C. Design of Off-Site Utilities, except as mentioned above.
- D. Design of electric, telephone, cable, and gas services and conduits.
- E. Roadway Improvements.
- F. Retaining Walls.
- G. Storm Water Pollution Prevention Plans.
- H. Architectural Hardscape and Features.
- I. Landscape and Irrigation Plans.
- J. Site and Street Lighting Plan.
- K. Topographic and Tree Surveys.
- L. Subdivision Plats.
- M. Title Surveys.
- N. Construction Staking.
- O. Easement Dedication.
- P. Right-of-Way or Easement Abandonment.
- Q. Zoning Change Requests or Exhibits.
- R. LEED certification assistance.
- S. Traffic Studies or Development Impact Studies.
- T. Flood Study, Flood Plain Reclamation and Wetlands Determination.

- U. ADA/TAS compliance review.
- V. Permit Procurement.

Statements will be submitted monthly as the work progresses and payment will be due within thirty (30) days of the statement date.

This proposal is subject to the attached General Conditions of Agreement for Civil Engineering and Surveying Services. Your signature below acknowledges receipt and acceptance of the General Conditions.

If this proposal is acceptable, please sign on the designated line and return one copy to this office. Verbal instructions to proceed with the work as described will signify your acceptance of this proposal, whether executed or not. Thank you for considering our firm for these services.

Respectfully submitted,

[REDACTED]

Principal

Masjid Al-Islam Dallas
ACCEPTED this the _____ day of _____, 2022.

By: _____

Title: _____

[REDACTED]
GENERAL CONDITIONS OF AGREEMENT
for
CIVIL ENGINEERING AND SURVEYING SERVICES

1. The services of a geotechnical engineer **may** be required for this project. These are services that our office does not offer. The Owner or his designated representative shall retain the services of a qualified geotechnical engineering firm to perform testing and prepare recommendations for the design of site pavement and site structures. Our office will rely upon the accuracy and completeness of the geotechnical engineer's report and recommendations. We will rely upon the Architect as the prime consultant or the Owner's designated representative as the general administrator to facilitate the distribution of the geotechnical engineer's recommendations to all parties. We will rely upon other consultants to implement those recommendations that pertain to non-civil elements (i.e. building pad preparation, foundations, landscaping, irrigation systems, utility construction, foundation drains, flexible utility connections, etc.)
2. Unless specifically addressed in the proposal, site related structures such as signs, light pole bases, retaining walls, screen walls, landscape walls, landscape structures, fountains, detention pond walls, tunnels, etc., are specifically excluded from this proposal.
3. Digital models are used as tools for production of Construction Documents and may be exchanged with the Design Team for reference and coordination. [REDACTED] retains ownership and control of those models and data. Digital models shall not be distributed to the Contractor without written permission. A copy of the model may be made available to the contractor upon signing of Electronic File Transfer Agreement Letter.
4. This proposal is valid for a limited time only. Terms stated within this proposal will be valid if this proposal is signed by the client and authorization to begin work is received from the client within 90 calendar days of the date the proposal was written.
5. Schedules stated within this proposal are recognized as being approximate in nature. They are intended to define a reasonable time table for execution of work.
6. We reserve the right to renegotiate the terms of this proposal (fee, schedule, etc.) should delays exceeding twelve (12) months or accelerations in schedule be required by the Owner or Client, or for reasons that are beyond our control.
7. Unless noted otherwise, the schedule and fee stated within this proposal are based on the standard practice of producing and issuing construction documents for the entire project simultaneously with the Architect and other consultants. We reserve the right to renegotiate the terms of this proposal (fee, schedule, etc.) for multi-phased projects, fast-track construction, accelerated schedules, or schedules requiring the early production and release of construction documents (prior to the issue of the Architectural and remaining consultant documents).
8. Estimates of probable construction costs prepared by [REDACTED] represent our best judgment as design professionals. It is recognized by the client that [REDACTED] has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining bid prices, or over competitive bidding or market conditions. [REDACTED] cannot and does not guarantee that bids will not vary from any estimate of probable construction costs.

9. The Client, whether Owner of the property or not, shall provide right of access to the subject property as required for [REDACTED] to perform the services defined in this proposal.
10. **THE CLIENT AGREES TO LIMIT THE LIABILITY OF [REDACTED] TO THE CLIENT AND OWNER AND TO ALL CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS ON THE PROJECT ARISING FROM THE ACTS, ERRORS OR OMISSIONS OF [REDACTED] SUCH THAT THE TOTAL AGGREGATE LIABILITY OF [REDACTED] TO ALL THOSE NAMED SHALL NOT EXCEED TWO POINT FIVE (2.5) TIMES THE FEE, OR \$25,000.00, WHICHEVER IS GREATER.**
11. INDEPENDENT CONTRACTOR: The Client and the Engineer understand, acknowledge, and agree that the Engineer, notwithstanding any other provision of this Agreement to the contrary, shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.
12. [REDACTED] shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by contract in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work, but rather are to allow [REDACTED] as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents.
13. [REDACTED] shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are the Contractors' responsibility under the Contracts for Construction. [REDACTED] shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents. [REDACTED] shall not be responsible for the performance by the Contractor of the services required by the Contractor's agreement with the Owner. [REDACTED] shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or of any other persons performing services or portions of the work.
14. According to the Texas Engineering and Land Surveying Practice Acts, complaints about surveying services may be forwarded to:

The Texas Board of Professional Engineers and Land Surveyors
1917 S IH 35 Frontage Road
Austin, Texas 78741

January 2022

PROFESSIONAL FEES

<u>ENGINEERING SERVICES</u>	<u>RATE PER HOUR</u>
*EXPERT WITNESS	\$375.00
PRINCIPAL	\$250.00
SENIOR ASSOCIATE	\$200.00
ASSOCIATE	\$180.00
SENIOR PROJECT MANAGER	\$170.00
PROJECT MANAGER	\$150.00
SENIOR PROJECT ENGINEER	\$125.00
PROJECT ENGINEER	\$120.00
SURVEY CREW LEADER	\$125.00
TECHNICIAN	\$115.00
INTERN	\$65.00
CLERICAL	\$65.00

REIMBURSABLE ITEMS

Reproduction – Owner Requested	Cost + 10%
Filing Fees	Cost + 10%
Outside Consulting Fees	Cost + 10%
Mileage - outside the DFW Metroplex	IRS Allowable
Miscellaneous Charges - Owner Requested (delivery services, etc.)	Cost + 10%

*Engineering consulting, analysis/evaluation, report preparation and related services.