


January 14, 2022



*Re: Professional Service and Survey Agreement
Masjid Al-Islam
Dallas, Texas*

Dear 

 is pleased to present Masjid Al-Islam (Client) with this Letter Agreement for site civil engineering for the referenced project.

Project Understanding


We understand that the project is located at 2604 S. Harwood Rd, including Lots 20-25 and part of Lot 26, Block D/873 of Hughes Bros. Subdivision with additional parking provided on Lots 10-12. The general location is east of S. Harwood St, south of Clarence St, west of Cesar Chavez Blvd, on approximately 1.590 acres in the City of Dallas.

The project is to consist of a single building, and the associated infrastructure to service the facility and preliminary planning/analysis for future expansion.

It is understood that the Client will provide the proposed site layout including building footprint, topographic survey in CAD, required Replats, all landscape documents if required by City of Dallas, and all required tree survey documents.

We will notify you if any additional information is discovered which may affect the proposed services needed to develop this project. Based on this project understanding, our proposed Scope and Fee follow.

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SCOPE OF SERVICES

Task 1 - Civil Engineering

\$24,500

Following the pre-app meeting with the City, RA will prepare civil engineering design documents which will consist of the following sheets prepared at a scale of not less than 1"= 40' on 24" x 36" sheets (unless otherwise specified herein). Submission of construction plans for ADA review will be the responsibility of the Architect.

A. Cover Sheet

B. Dimension Control and Site Plan

We will prepare a dimension control plan to be used by the contractor for building and parking lot layout. This plan will show coordinate points for construction purposes and distance ties to property lines. Building dimensions and pad sizes, as well as a rough layout of the site, will be provided by the Client/Architect in digital and hard copy format. This dimension control plan will be reviewed and approved by the Client/Architect prior to commencing preparation of the remaining construction drawings.

C. Grading Plan

We will prepare a grading plan of the development site showing contours and spot elevations for construction purposes.

Multiple revisions required to balance the onsite earthwork after the base criteria is set, will be considered as an additional service to this Agreement.

D. Water/Sanitary Sewer Plan - Tenant Connections

We will prepare a water and sanitary plan for the main utility lines (on-site). Utility service lines will be designed to within five (5) feet of the building foundation at locations and depths specified by the Architect. Sizes for the required service lines will be provided by the Architect/Mechanical Engineer. It is not anticipated that any off-site sanitary sewer lines or water lines will be required. Any required off-site utility designs will be provided as an additional service to this Agreement.

Gas and sleeving conduits will be shown on the water and sanitary sewer layout (if required). The sizes, depths, and general locations will be provided by others. All site lighting and illumination plans will be provided by others.

E. Storm Drainage/Plan

We will prepare a storm drainage plan for the development site. This plan will indicate how the proposed drainage will be routed to the existing and proposed storm drainage systems. We will also prepare a drainage area map and calculations for the proposed storm sewer system. Multiple revisions of the storm sewer plan resulting from site plan



and/or grading changes will be considered as an additional service to this Agreement. It is not anticipated that detention will be required; therefore, detention design is not included in this scope of services and would be considered as an additional service to this Agreement.

F. Erosion Control Plan

We will prepare an erosion control plan for the development site which addresses erosion caused by overland flow. This plan will show measures and details to control sediment from being carried to neighboring properties.

G. Storm Drainage Profile

We will prepare storm drainage profiles for the storm sewers 18 inches in diameter or larger.

H. Paving and Striping Plan

We will prepare a paving and striping plan for the development site that will show paving and striping for the site. We will provide, on the site plan, the ADA requirements for handicap signs and striping as per the architectural site plan prepared by the Architect. The paving plan will also contain the pavement design recommendations provided by the Geotechnical Engineer. Design of any off-site roadway improvements will be provided as an additional service to this Agreement.

I. Details

We will prepare detail sheets showing the details required for construction of the site paving, grading, drainage, and utility improvements.

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CLIENT RESPONSIBILITIES

This information that we anticipate will be provided to us by the Client or the Client's representatives for our information and use is the following:

- A. Architectural plans for the site to be used in dimension control layout (in CAD).
- B. Topographic Survey (in CAD)
- C. Replats
- D. Landscaping Plans, if required
- E. Tree Survey
- F. Structural engineering plans for retaining walls and building.
- G. Mechanical, electrical, and plumbing plans for coordination of site utilities.
- H. Environmental site assessment report.
- I. Geotechnical investigation and report.
- J. Application / review fees.

ADDITIONAL SERVICES

Any items requested by the Client that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you.

RA can provide the following services, but they are not included in the scope of this Agreement.

- 1. Construction Staking
- 2. Boundary Surveying
- 3. Topographic Surveying
- 4. Tree Survey by Registered Arborist
- 5. Landscape Plans by Licensed Landscape Architect
- 6. Off-Site Utility, Drainage, or Roadway Design
- 7. TxDOT Permitting
- 8. Separate Easement Descriptions or Field Notes
- 9. Significant revisions to the construction drawings after the appropriate reviews have been completed
- 10. Assistance with the advertising or bidding of the project
- 11. Traffic Impact Analysis
- 12. Variance request or negotiations
- 13. Platting



Fee and Billings

RA will accomplish the services described above in Tasks 1 for the lump sum fee of Twenty-Four Thousand Five Hundred Dollars (\$24,500.00).

A breakdown of the lump sum fee is as follows:

Task 2 - Civil Engineering – CD’s	\$ <u>24,500.00</u>
Total Lump Sum Fee	\$ 24,500.00

In addition to the labor fees identified above, direct expenses (outside courier, Fed Ex, blueprinting, etc.) will be billed at 1.10 times cost. Bond plots will be billed at \$5.00 per plot. Color plots will be billed at \$10.00 per plot.

A retainer of 25% of the overall fee (\$6,125.00) is due upon the execution of this Agreement.

For the remainder of the fee (\$18,375.00), invoices will be submitted monthly on the basis of services actually performed for hourly rate elements or for the percentage complete for lump sum elements. Billing will be due and payable within 25 days of invoice date.

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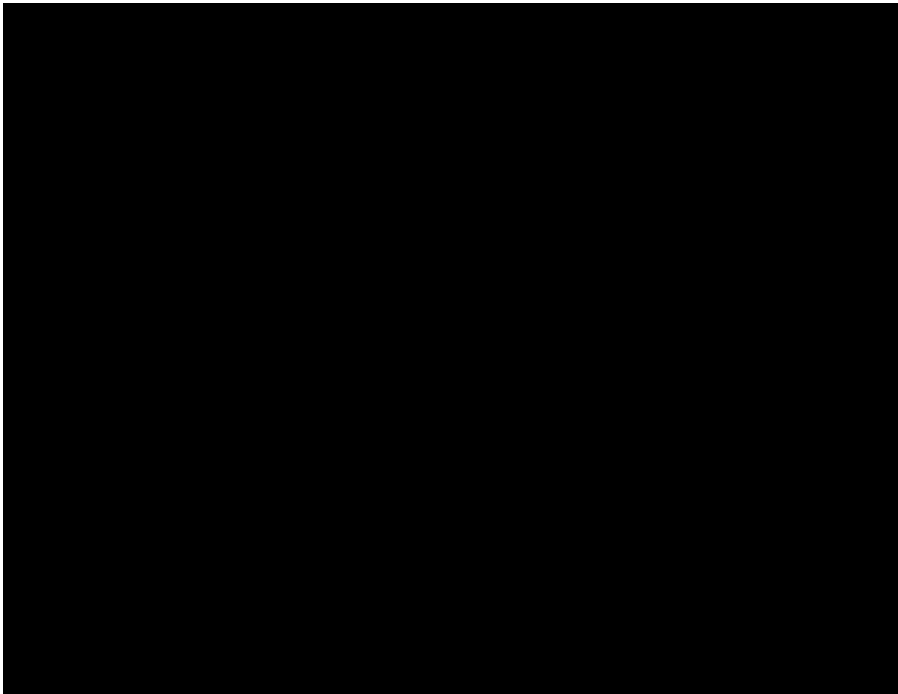
CLOSURE

In addition to the matters set forth herein, our Letter Agreement is subject to our Standard Provisions, a copy of which is attached hereto and hereby incorporated herein. The term “Client” as used in the Standard Provisions shall refer to Masjid Al-Islam (or as specified below).

Fees and times stated in this agreement are valid for sixty (60) days after the date of this letter.

If you concur in the foregoing and wish to direct us to proceed, please sign and return one copy of this contract for our files. Again, thank you for the opportunity to serve you. We look forward to working with you on the successful completion of this project.

Sincerely,



By _____

Title _____

cc: File

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[REDACTED]

[REDACTED]

Standard Rate Schedule

Engineering Rate Schedule

Principal \$180.00

Professional (\$100 - \$170)

P1	\$100.00
P2	\$115.00
P3	\$135.00
P4	\$150.00
P5	\$170.00

Designer / Analyst (\$75 - \$115)

D1	\$ 75.00
D2	\$ 85.00
D3	\$ 95.00
D4	\$105.00
D5	\$115.00

Technical Support (\$65 - \$90)

T1	\$65.00
T2	\$70.00
T3	\$75.00
T4	\$80.00
T5	\$90.00

Clerical (\$45 - \$65)

C1	\$45.00
C2	\$55.00
C3	\$65.00


Effective January 1, 2016

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STANDARD PROVISIONS

- (1) **Consultant's Scope of Services** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services") hereunder. The Consultant is also authorized, but not required, to perform Additional Services for services deemed appropriate by the Consultant in response to emergencies, unanticipated actions by the Client's contractors, revised regulations, or requirements of authorities, if advance authorization cannot be obtained. The Consultant will notify the Client as soon as practical of the inception of such Additional Services.
- (2) **Client's Responsibilities** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
 - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
 - (i) Bear all costs incident to the responsibilities of the Client.
- (3) **Period of Services** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to any circumstances that the Consultant does not control. Such a delay or suspension shall not terminate this Agreement unless the Consultant elects to terminate pursuant to other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively), the rates of compensation provided for in this Agreement shall be renegotiated.
- (4) **Compensation for Additional Services** Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.10 times cost.
- (5) **Method of Payment** Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay to the Consultant all taxes, if any, whether state, local, or federal, levied with respect to amounts paid hereunder. Interest will be added to accounts not paid within 25 days at 12% per annum beginning on the 25th day. The Consultant shall be compensated in U.S. dollars. If the Client fails to make any payment due the Consultant for services and expenses within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving 7 days' written notice to the Client, suspend services under this Agreement until all amounts due are paid in full.
 - (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
 - (c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - (d) The Client agrees that the payment for services rendered and expenses incurred by the Consultant pursuant to this Agreement is not subject to any contingency or condition.
- (6) **Use of Documents** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. The



Consultant retains all ownership rights for all data or programs stored electronically. The Consultant, being the owner of these electronic data files or programs; retains the right to control the distribution of these data files or programs as the Consultant deems appropriate.

(7) **Opinions of Cost** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed, less prior partial payments.

(9) **Insurance** The Consultant is protected by, professional liability insurance, and general liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) **Liability** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

(11) **Certifications** The Consultant shall not be required to execute any certifications or other documents that in any way might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability, applicability, or cost of its insurance.

(12) **Dispute Resolution** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions**

(a) Unless stated in the scope of services, it is agreed that the Client does not request the Consultant to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. If such services are agreed to, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

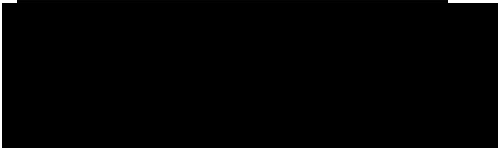
(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(c) Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

(14) **Construction Phase Services**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or



responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. Neither the Client nor the Consultant shall assign or transfer any rights under or interest in this Agreement without the written consent of the other. However, nothing herein shall prevent or restrict the Consultant from retaining independent professional associates, subconsultants, and suppliers as the Consultant may deem appropriate.

(16) **Confidentiality** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of Texas. This Agreement shall bind, and the benefits thereof shall inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.