

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
a practice division of the  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

**SPECIAL NOTE ON USE OF THIS FORM:**

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

City of Iowa Colony (“Owner”)

and Adico, LLC – Consulting Engineers (“Engineer”)

Engineer agrees to provide the services described below to Owner for Southwest WWTP Expansion to 0.9 MGD (“Project”).

Description of Engineer’s Services: Engineering Service for the design for the expansion of the Southwest WWTP Expansion to 0.9 MGD

Owner and Engineer further agree as follows:

## 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

## 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

## 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class

of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

## 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### **5.01 Controlling Law**

A. This Agreement is to be governed by the law of the state in which the Project is located.

### **6.01 Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### **7.01 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## 9.01 Payment (Lump Sum for services)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$825,000.00** be established.

Task	Description	Fee
Preliminary Phase	Site evaluation, coordination & permitting	\$165,000
Design Phase	Plans, specifications, permitting	\$412,500
Bidding & Award	Support and addenda	\$41,250
Construction Phase	Review, inspection, closeout	\$206,250
<b>Total Engineering Fees</b>		<b>\$825,000</b>

Total fees under the contract shall not exceed \$360,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Iowa Colony, Texas

ENGINEER: Adico, LLC

By: Mayor Wil Kennedy

By: Dinh V. Ho, P.E.

Title: Mayor

Title: President

Date Signed:

Date Signed: 11.10.2025

License or Certificate No. and State License No. 93895

Adico, LLC – TBPE Firm No. 16423

Address for giving notices:

Address for giving notices:

Ms. Natasha Brooks Anderson  
City of Iowa Colony  
3144 Meridiana Parkway  
Iowa Colony, TX 775838

Dinh V. Ho, P.E.  
Adico, LLC – Consulting Engineers  
205 E. Edgewood  
Friendswood, TX 77546

**EXHIBIT 'A'**

**ADICO, LLC  
SCHEDULE OF HOURLY RATES**

**EFFECTIVE JANUARY 2025**

<b><u>DESCRIPTION / TITLE</u></b>	<b><u>HOURLY RATES</u></b>
<b>Principals/PMs</b>	
Principals, Directors	\$285.00
Sr. Project Managers	\$245.00
Project Managers	\$210.00
Project Coordinator	\$135.00
<b>Engineers/Designers</b>	
Engineer I	\$130.00
Engineer II	\$150.00
Sr. Engineer	\$195.00
Designer	\$115.00
Designer II	\$130.00
Cadd Technicians	\$110.00
<b>Construction Management</b>	
Senior Construction Inspector	\$145.00
Construction Inspector	\$125.00
<b>Administrative Support</b>	
Clerical/Administrative Staff	\$85.00

**IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):**

Xerox	\$ 0.40 per Copy (8 ½" x 11")
Xerox Prints	\$6.00 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

## EXHIBIT B

### **PROJECT UNDERSTANDING**

The City of Iowa Colony is the owner and operator of a SW WWTP (Formerly BCMUD 53 WWTO) located at 1001 Davenport Parkway. The existing plant is rated a 0.40 MGD concrete plant, originally constructed in 2020.

The expansion of the WWTP will increase capacity to 0.90 MGD, providing an additional 2,000 connections.

This agreement includes the permitting, design, bidding and construction phase services for the new 0.50 MGD concrete WWTP and onsite Lift Station. It is anticipated the preliminary construction estimate is approximately \$22/gal or \$11,000,000.

### **SCOPE OF SERVICES**

Adico will provide the services specifically set forth below.

#### **Task 1: Preliminary Engineering**

- Topographic and Boundary Survey
- Geotechnical Investigation.
- Review existing studies/reports and permit data
- Evaluate process alternatives
- Prepare a Preliminary Engineering Report with process flow diagrams, cost estimates and TCEQ submittal documentation

#### **Task 2: Design Phase**

Design documents will include construction plans, project manual outline, preliminary equipment technical specifications, and opinion of probable construction cost.

- Prepare detailed construction drawings and specifications for all treatment units, including headworks, aeration, clarifiers, disinfection, and sludge management
- Design shall include civil, structural, mechanical, electrical and control systems.
- Coordinate with TCEQ for permit approval and design review.
- Design Documents shall include:
  - Civil sheets: General notes; Site plan; Yard piping plan; Paving plan; Dimension Control; and Grading plan
  - Electrical sheets: Site plan; One Line Diagram; MCC plan; SCADA/Control and Instrumentation; and Equipment layout
  - Mechanical sheets: General notes; and Equipment layout
  - Plumbing sheets: Building mechanical and plumbing; Onsite water service; and Onsite sanitary sewer
  - Structural sheets: General notes; Foundation plans; Pier plans; and Roof plans
- Provide draft technical specifications and front-end bidding documents
- Update Engineer's Opinion of Probable Construction Costs.

#### **Task 3: Bid Phase Services**

Adico will finalize the project manual/bid document that will include technical documents and specifications required for bidding. This project manual/bid document will include the construction drawings and specifications suitable for bidding and construction. Final construction documents will be signed and sealed by an engineer licensed in Texas and issued for construction. Adico will compile the final bid document which will consist of drawings, specifications, bid tables and supporting documents for bidding purposes.



The services that are considered part of this task could include:

- Attend meetings with City to review Bid Documents & Schedules.
- Assist the City in the development of a Bid Schedule.
- Assist the City with uploading files to Civcast for bidding.
- Attend and facilitate the pre-bid conference.
- Assist the City in responding to Bidder's questions.
- Attend and participate in Bid Opening.
- Review bids for discrepancies and appearance of unbalanced bids.
- Prepare letter indicating the lowest responsive bidder including a bid tabulation spreadsheet and the OPCC.

It is expected that the City will solicit the bids and advertise in the newspaper of record and on the City's website. Adico will provide a recommendation letter and bid tabulation. City will select bidder.

Task 4: Construction Phase Services

Adico to provide civil engineering construction phase services including the following:

- Attend pre-construction conferences
- Establish communication procedures
- Establish and maintain a project documentation system
- Review and respond to contractor submittals
- Review payment requests
- Conduct routine visits to the construction site
- Provide the services of a Resident Project Representative
- Notify the contractor of non-conforming work
- Coordinate the work of testing laboratories and inspection bureaus
- Interpret drawings and specifications for City and Contractor
- Establish procedures for administering constructive change to the contract
- Attend final reviews of the project
- Provide record drawings
- Attend facility startup planning meetings
- Attend end-of-warranty period inspections
- Closeout

