

EXHIBIT A

Statement of Work (SOW) No. 13

TO MASTER SERVICES AGREEMENT

Statement of Work No. 13 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Fire Code Plan Review for Permitting (for various building projects, as requested)

SCOPE OF SERVICES:

TASK 1: PLAN REVIEW FOR PERMITTING

ENGINEER will review construction plans for fire code compliance including all deferred submittals (if present) as requested by the CITY. Plans and Construction Documents will be reviewed for fire code compliance in accordance with the 2015 Model Codes (including IBC and IFC), their referenced codes and standards (including NFPA 13 and NFPA 72), and local amendments. Review of projects will be billed time-and-expense on a project/permit basis.

GBA's receipt of an email notification via the City's MyPermitNow system is considered authorization to commence a review.

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

1. Review of plans for compliance with Water Department, Utility, Food Services/Health Department, Elevator(s) (if present), or Boiler/Pressure Vessels (if present) codes and standards.
2. Retention of permit records.
3. Permit issuance.
4. TCO/FCO issuance.
5. Stamping of approved plans.
6. Determination of any subjective code requirements as referenced in the 2015 IFC to be determined by the Fire Code Official. (ENGINEER will indicate relevant situations to the CITY where applicable via plan review comments).
7. Issuance of code variances, equivalencies, or deviations. GBA will provide a recommendation only.
8. Design or engineering services or contract documents. An approved plan review is not a substitution for the professional responsibilities of the project Architect and Engineers of record, as required by the professional licensing board of the state of Texas.
9. Inspection or testing services.
10. Any other service not specifically listed.



JAY ENGINEERING, A DIVISION OF GBA

Texas Engineering Firm #4242

1500 County Road 269
Leander, TX 78641

PO Box 2029
Leander, TX 78646-2029

CLARIFICATIONS OF SERVICES/TERMS AND CONDITIONS:

The following are clarifications of Services related to the executed *Master Services Agreement between City of Manor, Texas and George Butler Associates, Inc. dated October 7, 2020 (MSA)*:

GeneralThe term “ENGINEER” is defined in the MSA as the entity George Butler Associates, Inc (GBA). This SOW does not include the services of a Professional Engineer as defined by the professional licensing board of the state of Texas. The term ENGINEER shall only refer to the entity of GBA and not infer any professional engineering requirements as may be required by general definitions for engineer or definitions as for engineer as required by any state statues, laws or requirements of the professional licensing board of the state of Texas. To clarify: In providing services under this SOW, in accordance with MSA section 3.2, GBA shall perform plan review for permitting services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing a similar role under similar circumstances.

1.5 Contract Documents definition for this SOW does not apply as this SOW does not include preparation of design, drawings, specifications, calculations, etc. for construction:
“Contract Documents” for this SOW means those documents prepared by another entity (Licensed Architect or Licensed Engineer) that are submitted to the CITY for permitting, that are intended to be incorporated as part of a construction project within the CITY jurisdiction (e.g. drawings, specifications, calculations, etc.)

4.4 Timely Reviews: To clarify, the CITY representative shall render decisions in a timely manner pertaining to the determination of any subjective code requirements or issuance of code variances, equivalencies, or deviations related to Additional Services items 6 and 7 above.

9.4 Betterment/Added Value – This clause shall not be applicable to this SOW.

14.11 Delays. In addition to the language in the MSA: The Consultant shall reject any work identified that does not meet code. Such rejection of work shall not subject the Consultant to any liability or cause of action to or from the construction team, including but not limited to a claim for delay.

COMPENSATION:

FEE: The scope of services indicated above will be compensated at a Time and Expense rate in accordance with the attached *EXHIBIT B-1 – Consultant’s Hourly Rates*.

SCHEDULE:

REVIEW DURATION: GBA will be provided 14 calendar days from the date of receiving plans to conduct a review and provide comments.

SOW DURATION: This SOW will expire (1) year following the date of execution, unless otherwise amended with a written agreement.

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By:  _____

Date: _____

Date: 5/24/2022