

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, Agreement shall automatically renew for twelve (12) month terms, unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the

Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

13. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage, and such insurance shall provide for a waiver of subrogation against Municipality.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will, within 30 days of termination, be exported into a CSV file by Consultant and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its records and record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

17. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

18. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

19. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

20. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed delivered when presented in person, or sent, pre-paid, certified mail, return receipt requested, or delivered by electronic mail to the following addresses:

<p>If to Municipality:</p> <p>Lola Hazel, City Secretary City of Dalworthington Gardens 2600 Roosevelt Drive Dalworthington Gardens, Texas 76016 Email: lhazel@cityofdwwg.net</p>	<p>If to Consultant:</p> <p>Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com</p>
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22. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

23. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to litigation. The cost thereof shall be borne equally by each Party. Any mediation must be held in Tarrant County, Texas.

24. ATTORNEY'S FEES

If it becomes necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorney's fees and costs of court.

25. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

26. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

27. GOVERNING LAW AND VENUE

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas

28. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

29. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.


30. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

31. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Thomas P. Wilkas, CFO
SAFEbuilt Texas, LLC

July 21, 2020
Date



Signature
City of Dalworthington Gardens, Texas

7/23/2020
Date

Ed Motley, Mayor Pro Tem
Name and Title
City of Dalworthington Gardens, Texas

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building, Fire, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer’s experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

The project scope for building inspection services is shown in the following table.

Table 1. Project Scope for Building Inspections	
Inspections	
<p>Inspections services shall be conducted as required by the City’s ordinances and adopted codes. Special inspections as specified in chapter 17 of the 2015 International Building Code are not included and may be required as requested by the City. Any violations of the jurisdiction's codes or concealment of any work prior to approval by Firm/Contractor will be reported to the Building Official of the jurisdiction. The Building Official of the jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the jurisdiction.</p>	<ul style="list-style-type: none"> ▪ All Inspectors possess/maintain required certifications and are experienced to perform compliant inspections ▪ Review assigned inspections prior to beginning the day. Follow-up with any customers as applicable and obtain all required materials ▪ Efficiently plan and route inspections based on requested items ▪ Wear/display proper identification ▪ Adhere to the AM/PM or specified time inspection requests ▪ Notify the contractor/homeowner prior to arrival ▪ Utilize inspection checklists and code books to enforce conditions for discretionary permits ▪ Verify approved plans are on site ▪ Verify construction has not deviated from approved plans ▪ Utilize inspection checklists ▪ Result inspections in the field ▪ Review the reports and comments on site ▪ Send qualified inspectors for special investigations ▪ Conduct research as required for special investigations ▪ Return all messages (phone and email) from prior day/night

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

The project scope for plan review services is shown in the following table.

Table 2. Project Scope for Plan Review Services

Building Code and Planning Review	
<p>Plan Review services shall be conducted as required by the jurisdiction's Building Code, Fire Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Energy Code, COG Amendments and other provided documents as approved by the jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the jurisdiction. The jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the jurisdiction.</p>	<ul style="list-style-type: none">▪ All Plans Examiners possess/maintain required licenses/certifications and experienced to review the plans assigned▪ Possess knowledge and have experience with all City requirements as described in the <i>Scope</i>▪ Utilize electronic plan review. Hard copy plans are reviewed in guaranteed turnaround times▪ Transmit plans with Bluebeam▪ Return all emails/voicemails within 24 hours▪ Determine scope of project prior to plan review▪ Conduct pre-plan review meetings, as necessary▪ Review all construction documents and plan set▪ Utilize compliance checklists during plan reviews▪ Provide the following in plan review letter –<ul style="list-style-type: none">✓ Cite the applicable construction drawing sheet number(s)✓ Note code section(s) and provide the code language✓ Provide a brief, but concise comment explaining the identified issues▪ Return approved plans/associated documentation to applicant in a timely and professional manner.▪ Provide design advice only in the context of achieving code compliance (written and verbal communication)▪ Perform plan reviews within specified timeframes▪ Communicate valuation/fee updates to Permit Technician/City

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- ✓ Municipality will provide a monthly activity report that will be used for monthly invoicing

3. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Inspectors will be dispatched daily or as-requested
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Commercial and Multi-Family Construction Plan Review	
Project Valuation	Fee
\$1.00 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,099.46 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof

Commercial and Multi-Family Construction Inspection	
Project Valuation	Fee
\$1.00 to \$10,000	\$70.00
\$10,001 to \$25,000	\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$354.06 for the first \$50,000 plus \$3.85 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$546.56 for the first \$100,000 plus \$3.03 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,778.56 for the first \$500,000 plus \$2.61 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or fraction thereof

One & Two Family Residential Construction Plan Review and Inspection	
Square Footage	Fee
0 to 1500 square feet	\$750.00
1501 to 10,000 square feet	\$750.00 for the first 1500 square feet plus \$0.33 for each additional square foot up to and including 10,000 square feet
Over 10,000 square feet	\$3,700.00 for the first 10,000 square feet plus \$0.13 for each additional square foot over 10,000 square feet

Trade Permit Inspection for One & Two Family Residential building, mechanical, electrical, and plumbing inspections	
Service Description	Fee
Trade Permits - Residential Remodel/Addition	\$70.00 per trade inspection
Commercial Trade Permit Inspections with valuation less than \$10,000	
Service Description	Fee
Trade Permits	\$85.00 per inspection

Other Services and Fees Request by the RFP	
Service Description	Fee
Commercial Trade Inspections	\$85.00 per inspection
Residential One- and Two-Family Inspections	\$70.00 per inspection
Food Service Plan Review	\$110.00 per hour
Consultations	Inclusive of Full-Service Agreement
Fire Plan Review	\$110.00 per hour
Fire Inspections	\$125.00 per hour

EXHIBIT C – MUNICIPAL SPECIFIED OR PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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**AMENDMENT ONE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF DALWORTHINGTON GARDENS, TEXAS
AND SAFEbuilt TEXAS, LLC**

This Amendment is entered into to amend the Professional Services Agreement previously entered into on July 23, 2020, by and between City of Dalworthington Gardens, Texas, (Municipality) and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the “Parties”.

Amendment Effective Date: Amendment shall be effective the 1st (first) day of the month following full execution by both Parties.

RECITALS AND REPRESENTATIONS

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on July 23, 2020; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

1. Agreement, Exhibit B, 1. Fee Schedule shall be replaced with the following. All other provisions of Exhibit B to the original Agreement, including the introductory/CPI paragraph shall remain in effect.

Commercial and Multi-Family Construction Plan Review	
Project Valuation	Fee
\$1.00 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,099.46 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof
Commercial and Multi-Family Construction Inspection	
Project Valuation	Fee
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\$10,001 to \$25,000	\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000

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\$1,000,001 and up	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or fraction thereof

One & Two Family Residential Construction Plan Review and Inspection

Square Footage	Fee
0 to 1500 square feet	\$750.00
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Trade Permit Inspection for One & Two Family Residential building, mechanical, electrical, and plumbing inspections

Service Description	Fee
Trade Permits - Residential Remodel/Addition	\$70.00 per trade inspection

Commercial Trade Permit Inspections with valuation less than \$10,000

Service Description	Fee
Trade Permits	\$85.00 per inspection

Other Services and Fees Request by the RFP

Service Description	Fee
Commercial Inspections	\$85.00 per inspection
Residential One- and Two-Family Inspections	\$70.00 per inspection
Food Service Plan Review	\$110.00 per hour
Consultations	Inclusive of Full-Service Agreement
Fire Plan Review - COMMERCIAL	\$110.00 per hour
Fire Inspections – COMMERCIAL	\$125.00 per hour
Fire Plan Review – RESIDENTIAL	\$189.00 per residential structure
Fire Inspections - RESIDENTIAL	\$70.00 per inspection

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



Gary Amato, CAO
SAFEbuilt Texas, LLC

July 20, 2022

Date

Signature
City of Dalworthington Gardens, Texas

Date

Name & Title
City of Dalworthington Gardens, Texas

**City Council
Staff Agenda Report**

Agenda Item: 9i.

Agenda Subject: Discussion and possible action to approve Resolution No. 2022-20 approving changes to the City Fee Schedule as it relates to third party inspection and review fees administered by Safebuilt.

<p>Meeting Date: October 20, 2022</p>	<p>Financial Considerations: None</p> <p>Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input checked="" type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence</p>
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Background Information: The City Fee Schedule is being updated to mirror contract fees provided by Safebuilt for building permit review and inspections. The only fees changing are as follows:

1. Sec. A3.002 Building permits and inspections (c) commercial and multifamily construction permit fees and (d) Commercial and multifamily construction inspections
 - a. Change is for accuracy of valuation ranges
 - i. This does not follow a change in Safebuilt’s contract but they confirmed this is how they would charge.
2. Sec. A3.002 Building permits and inspections (p)
 - a. This is where third party inspection fees are added. Because in most if not all cases these would be charged in addition to permit fees otherwise listed in the fee schedule, no upcharge was included here. It is felt city overhead costs are covered in permit fees charged elsewhere.
3. Sec. A3.005 Fire permits and inspections (12)
 - a. This is where third party fees are added for fire plan review and inspection. If the third party is ever used, an estimate would be requested because Safebuilt said review times would differ by project. That would be the only way to recover any costs that would be charged to the city. Again, because the permittee would most likely have been charged for fees located elsewhere in the schedule, no upcharge was included to recover city overhead costs.

A cost analysis was prepared by Finance to show what we charge compared to what Safebuilt charges us. In 2020, city fees were tailored to Bureau Veritas fees because, at the time, council approved the use of both Bureau Veritas and Safebuilt for third party inspections. Bureau Veritas charged more than Safebuilt which is why the percentages aren’t equal across the board. What should be taken into consideration is that in a lot of cases, the city engineer is consulted for permits, especially on commercial reviews. The city is able to recover those costs in addition to other costs for staff time.

Recommended Action/Motion: Motion to approve Resolution No. 2022-20 approving changes to the City Fee Schedule as it relates to third party inspection and review fees administered by Safebuilt.

**Attachments: Resolution
Fee Schedule
Cost Analysis**

RESOLUTION NO. 2022-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS APPROVING THE CITY FEE SCHEDULE

WHEREAS, the City Council of the City of Dalworthington Gardens, Texas ("City") seeks to provide for reasonable fees and charges for services provided by City departments, use of City property, and purchase of certain goods provided by the City in order to recoup the cost of conducting municipal business on the public's behalf without unduly relying on taxes; and

WHEREAS, from time to time the City Fee Schedule shall be amended as deemed necessary by the city council by resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS:

SECTION 1. The City Fee schedule is hereby adopted and attached hereto as Exhibit "A".

SECTION 2. EFFECTIVE DATE. This resolution and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on the date of passage and upon execution by the mayor and city secretary as set forth below.

SECTION 3. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED this 20th day of October, 2022.

Laurie Bianco, Mayor
City of Dalworthington Gardens, Texas

ATTEST:

Lola Hazel, City Secretary
City of Dalworthington Gardens, Texas

CITY OF DALWORTHINGTON GARDENS
CITY FEE SCHEDULE

ARTICLE A1.000 GENERAL PROVISIONS

Sec. A1.001 Adoption of Fee Schedule

The city council shall adopt the official fee schedule of the city from time-to-time by resolution and the fee schedule shall be maintained in the office of the city secretary. The city council may review the fee schedule at any time and may, by resolution, increase or decrease said fees within the schedule, or add or eliminate fees within the schedule, upon a determination that said change is warranted. An updated fee schedule shall be publicly available and maintained at all times by the city secretary.

Sec. A1.002 Payment Required

All persons, firms or corporations applying for licenses, permits or other city services that by their nature require the applicant to pay a fee incident to such application shall pay the fees as prescribed in the official fee schedule of the city.

Sec. A1.003 Collection and use of fees

It shall be unlawful for any person, firm or corporation to conduct any activity or commence any use for which payment of a fee is required until such fee has been paid. A violation of this section shall be punishable by a fine not to exceed five hundred dollars (\$500.00) for each offense.

ARTICLE A2.000 ADMINISTRATIVE SERVICES

Sec. A2.001 Public records/public information

- (a) Paper copy - 8-1/2 x 11, per page: \$0.10.
- (b) Paper copy - 8-1/2 x 14, per page: \$0.50.
- (c) Paper copy - 11 x 17, per page: \$0.50.
- (d) Specialty paper copy (e.g.: Mylar, blueprint, blueline, map, photographic): Actual cost.
- (e) DVD*: \$3.00.
- (f) CD-R or CD-RW: \$1.00.
- (g) Other electronic media: Actual cost.
- (h) Labor charge (over 50 pages): \$15.00/hour.
 - (1) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other;
 - (B) A remote storage facility; or
 - (C) Two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (i) Programming labor: \$28.50/hour.
- (j) Remote document retrieval: Actual cost.
- (k) Computer resource charge: \$2.50/hour.
- (l) Overhead (over 50 pages): 20% of labor cost.
- (m) Miscellaneous supplies (such as labels, boxes, and other supplies used to produce the requested

information): Actual cost.

(n) Postage and shipping charge: Actual cost.

Sec. A2.002 Public safety costs and fees

- (a) Accident report:
 - (1) \$6.00 for regular copy.
 - (2) \$8.00 for certified copy.
- (b) Fingerprinting: \$10.00 for the first two (2) cards and \$10.00 for each additional card
- (c) Personnel costs (incurred in hazardous materials or utility break cases):
 - (1) Police, fire or EMT: \$50.00/hour.
 - (2) Hazardous materials technician: \$70.00/hour.
 - (3) Incident commander/safety officer: \$75.00/hour.
 - (4) Fire marshal/fire inspector: \$50.00/hour.
 - (5) Public works inspector: \$45.00/hour.
- (d) Equipment costs (incurred in hazardous materials or utility break cases):
 - (1) Patrol unit: \$75.00/hour.
 - (2) Police motorcycle: \$50.00/hour.
- (e) Records copies: As in [section A2.001](#).

Sec. A2.003 Other administrative costs

- (a) Returned checks: \$30.00.
- (b) Newsletter advertising:
 - (1) Half page - 12 months: \$1,500.00.
 - (2) Half page - 6 months: \$1,000.00.
 - (3) Half page - 1 month: \$250.00.
 - (4) Quarter page - 12 months: \$1,000.00.
 - (5) Quarter page - 6 months: \$600.00.
 - (6) Business card - 12 months: \$350.00.
 - (7) Business card - 6 months: \$200.00.
 - (8) Business card - 1 month: \$75.00.
- (c) Confidentiality maintenance of utility records: One-time \$3.00 fee.

ARTICLE A3.000 CONSTRUCTION SERVICES

Sec. A3.001 Contractor registration and licensing

- (a) Contractor registration: Registration is required pursuant to Section 3.10.002 of the Dalworthington Gardens Code of Ordinances but no registration fee is required.

Sec. A3.002 Building permits and inspections

(a) New residential construction.

Square Footage (S.F.)	Fee
0–1,500 S.F.	\$942.00
1,501–10,000 S.F.	\$942.00 for the first 1,500 S.F. plus \$0.45 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$4,767.00 for the first 10,000 S.F. plus \$0.20 for each additional S.F. over 10,000 S.F.

(b) Alteration/addition for residential construction.

Trade Permits	Fee
Building, mechanical, electrical, plumbing, fuel gas and similar	\$120.00 per trade
Shut off valve installation not accompanied by other work	\$25 per valve
Other projects not listed above	\$200.00 per trade

(c) Commercial and multifamily construction permit fees.

Valuation	Fee
\$1.00 to \$10,000. 99.00	\$100.00
\$10,001.00 to \$25,000. 99.00	\$125.00 for the first \$10,000.00 plus \$7.00 additional \$1,000.00
\$25,001.00 to \$50,000. 99.00	\$191.00 for the first \$25,000.00 plus \$6.00 additional \$1,000.00
\$50,001.00 to \$100,000. 99.00	\$314.00 for the first \$50,000.00 plus \$5.00 additional \$1,000.00
\$100,001.00 to \$500,000. 99.00	\$485.00 for the first \$100,000.00 plus \$4.00 additional \$1,000.00
\$500,001.00 to \$1,000,000. 99.00	\$1,580.00 for the first \$500,000.00 plus \$3.00 additional \$1,000.00
\$1,000,001.00 and up	\$2,736.00 for the first \$1,000,000.00 plus \$2.00 additional \$1,000.00

(d) Commercial and multifamily construction inspections.

Valuation	Fee
\$1.00 to \$10,000. 99.00	\$100.00
\$10,001.00 to \$25,000. 99.00	\$135.00 for the first \$10,000.00 plus \$11.00 additional \$1,000.00
\$25,001.00 to \$50,000. 99.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000. 99.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00
\$100,001.00 to \$500,000. 99.00	\$746.00 for the first \$100,000.00 plus \$5.00 additional \$1,000.00
\$500,001.00 to \$1,000,000. 99.00	\$2,426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00
\$1,000,001.00 and up	\$4,207.00 for the first \$1,000,000.00 plus \$3.00 additional \$1,000.00

- (e) Reinspection: \$100.00.
- (f) House mover's permit: \$250.00.
- (g) Any permit required item not otherwise specified: \$200.00.
- (h) Fence: \$75.00.
- (i) Roof: \$200.00.
- (j) Structural repair to building foundation: \$200.00.
- (k) Underground storage tank: \$100.00.
- (l) Retaining wall: \$100.00.
- (m) Commercial only:
 - (1) Canopy: Based on value as set forth in subsection (c) and (d) above.
 - (2) Tent: Based on value as set forth in subsection (c) and (d) above.
- (n) Residential only:
 - (1) Garage, carport, patio cover, accessory structure, storage building, etc., accessory use only: Based on square footage as set forth in subsection (a) above.
 - (2) Swimming pool or outdoor spa:
 - (i) In ground: \$200.00.
 - (ii) Above ground: \$50.00.
 - (iii) If engineering review is necessary, actual invoice cost is added to appropriate permit fee amounts as noted in subsection (a) and (b) above.
- (o) Lay, construct, build, repair or rebuild any sidewalk, curb, gutter, drive approach, or driveway: \$200.00.

(p) Third Party Inspection and Review Fees. These fees are in addition to any applicable permit fees otherwise listed in the City Fee Schedule, and are charged when a third party building official conducts inspections and certain reviews in the absence of the City building official. Where uncertainty exists, the City may request an estimate from the third party prior to payment from the applicant. A deposit may be required to cover associated fees. All fees are due prior receiving a passing inspection.

- i. Commercial inspection: \$85.00 per inspection
- ii. Residential inspection: \$70.00 per inspection
- iii. Food service plan review: \$110.00 per hour

Sec. A3.003 Sign permits and inspections

- (a) Advertising (billboards): \$500.00.
- (b) Temporary advertising signs (unless specifically exempted from permit requirements): Based on value as set forth in [section A3.002\(c\)](#)
- (c) All other signs: Based on value as set forth in [section A3.002\(c\)](#).
- (d) Real estate signs smaller than 20 square feet shall not require a permit.
- (e) Change in copy or in sign face shall constitute a new sign for fee purposes.

Sec. A3.004 Certificate of occupancy

- (a) New construction: \$100.00.
- (b) Change of occupancy: \$100.00.
- (c) Temporary, for cleaning and showing premises without other use: \$100.00.

Sec. A3.005 Fire permits and inspections

Both permit fees and inspections fees are applicable for each project.

- (1) Single-family residential fire plan review services.
 - (A) Fire code plan review services: \$210.00.
 - (B) Fire code inspection services: \$480.00.
- (2) Fire code plan review services - commercial and multifamily construction (each fire alarm system and fire sprinkler system). Fee is for each system. Fire alarm system and fire sprinkler system assessed separately.
 - (A) Less than \$6,250.00: \$240.00.
 - (B) \$6,250.00–\$250,000.00: \$360.00.
 - (C) \$251,000.00–\$500,000.00: \$510.00.
 - (D) \$501,000.00–\$1,000,000.00: \$660.00.
 - (E) \$1,001,000.00–\$3,000,000.00: \$960.00.
 - (F) \$3,001,000.00–\$6,000,000.00: \$1,440.00.
 - (G) \$6,000,000.00 and up: \$1,440.00 plus \$0.46 for each additional \$1,000.00.
- (3) Fire code inspection services - commercial and multifamily construction (each fire alarm system and fire sprinkler system).
 - (A) Less than \$6,250.00: \$360.00.
 - (B) \$6,250.00–\$250,000.00: \$510.00.
 - (C) \$251,000.00–\$500,000.00: \$630.00.
 - (D) \$501,000.00–\$1,000,000.00: \$810.00.
 - (E) \$1,001,000.00–\$3,000,000.00: \$1,140.00.

- (F) \$3,001,000.00–\$6,000,000.00: \$1,710.00.
- (G) \$6,000,000.00 and up: \$1,710.00 plus \$0.46 for each additional \$1,000.00. Valuation is based on construction valuation for project.
- (4) Fire underground.
 - (A) Fire code plan review (1 hour minimum): \$120.00 per hour.
 - (B) Fire code plan inspection (1 hour minimum): \$120.00 per hour.
- (5) Fire extinguisher suppression system.
 - (A) Per permit, one inspection: \$420.00.
 - (B) Each reinspection: \$120.00.
- (6) Fire certificate of occupancy inspections. Minimum one hour per inspection: \$180.00 per hour.
- (7) Annual commercial fire safety inspections and reinspections. \$130.00.
- (8) Underground/aboveground fuel storage tanks.
 - (A) Fire code plan review: \$420.00.
 - (B) Fire code inspection: \$540.00.
- (9) Fire pump - additional. \$250.00.
- (10) Resubmittal fee for fire permit plans that have been resubmitted more than two times: \$85.00.
- (11) Operational business permits. Operational permit fees of \$55.00 are required annually for any business with operations set forth in IFC 105.6. sections 105.6.1 through 105.6.48.

(12) Third Party Inspection and Review Fees. These fees are in addition to any applicable permit fees otherwise listed in the City Fee Schedule, and are charged when a third party fire code official conducts inspections and reviews in the absence of the City fire code official. Where uncertainty exists, the City may request an estimate from the third party prior to payment from the applicant. A deposit may be required to cover associated fees. All fees are due prior receiving a passing inspection.

- i. Commercial fire plan review: \$110.00 per hour
- ii. Commercial fire inspection: \$125.00 per hour
- iii. Residential fire plan review: \$189.00 per residential structure
- iv. Residential fire inspection: \$70.00 per inspection

ARTICLE A4.000 WATER AND SEWER SERVICE

- (a) Sewer connection fee: \$130.00.
- (b) Tap and access fees:
 - (1) Tap fees:
 - (A) Meter charge: Labor cost of \$50.00 per hour plus actual cost of meter.
 - (B) City tap fees: Actual cost of third-party invoice cost plus \$25.00 administrative fee.
 - (C) The following sized meters are used in the city: 3/4", 5/8", 1", 1-1/2", and 2".
 - (2) Street cut requires city council approval.
 - (3) Access fees: Fort Worth system access fees for water shall be as set and assessed by the City of Fort Worth pursuant to the wholesale water contracts between Fort Worth and Dalworthington Gardens. This is an additional cost to the city's tap fees.
- (c) Water service rates:
 - (1) The following rates per month shall be the rates charged for water service furnished to the customer within the corporate limits of the city:

(A) Residential and commercial rates:

Gallons of Water	Residential Rate	Commercial Rate
First 2,000 gallons (minimum)	\$30.00	\$55.00
Over 2,000 gallons (per 1,000 gallons)	\$4.46	\$4.46

(B) Bulk rates: To purchasers of water from the city in bulk quantities per contract \$9.75 per 1,000 gallons, and a \$350.00 minimum charge regardless of usage.

(2) The schedule in subsection (1) of this section is based upon the amount of water used, as measured by a single meter, in increments of one thousand (1,000) gallons.

(d) Sewer service rates:

(1) The following rates per month, based upon water consumption, shall be the rates charged for sewer service furnished to the customers within the corporate limits of the city:

Gallons of Water	Residential Rate	Commercial Rate
First 2,000 gallons (minimum)	\$25.00	\$55.00
Over 2,000 gallons (per 1,000 gallons)	\$4.20	\$4.20

For residential only, a maximum of 15,000 gallons will be billed.

(e) Water and sewer fees - miscellaneous:

- (1) Meter upgrades: Cost of meter.
- (2) Portable meter equipment deposit: \$1,500.00 refundable deposit to the account, less any equipment damage costs.
- (3) Portable meter water bill deposit: \$500.00 refundable deposit to the account.
- (4) New meter box: \$100.00.
- (5) New meter box cover: \$20.00.
- (6) Water account deposit (refundable): \$125.00.
- (7) Connection and reconnection: \$20.00.
- (8) Disconnect for nonpayment: \$40.00.
- (9) After-hours callout fee: \$50.00 for first hour, then real time staff billable hours thereafter.
- (10) Meter re-read at customer request (if first reading correct): \$25.00.
- (11) Pressure test: \$45.00.
- (12) Negotiated payment plans: \$20.00 per arrangement. Cannot extend beyond twelve months from the payment plan date.
- (13) Payment extensions: \$20.00 per extension. Cannot extend beyond next month's due date.
- (14) Backflow permit: \$35.00.

ARTICLE A5.000 DEVELOPMENT RELATED FEES

- (a) Development inspection fee: \$200.00 plus any third-party costs in excess of this amount.
- (b) Abandonment of right-of-way: \$250.00.
- (c) Structure moving permit: \$250.00.
- (d) Development review: \$750.00 plus any third-party review costs in excess of this amount.

- (e) Demolition permit: \$50.00.
- (f) Plats (the sum of all applicable fees included within the below section plus any third-party costs in excess of this amount.)
 - (1) Preliminary: \$1,500.00 plus \$75.00 per lot for all lots over two.
 - (2) Final: \$1,500.00 plus \$75.00 per lot for all lots over two.
 - (3) Revision, replat or vacation: \$1,500.00 plus \$75.00 per lot for all lots over two.
 - (4) Refund on withdrawal of plat:
 - (A) Prior to engineering review: 75% of fee.
- (g) Zoning:
 - (1) Change of zoning classification: \$1,500.00 plus \$50.00/acre if not SF zoned.
 - (2) Appeal to zoning board of adjustments: \$500.00.
 - (3) Refund on withdrawal:
 - (A) Prior to advertising hearing: 75% of fee.
 - (B) After advertising hearing: 25% of fee.
 - (4) Zoning verification letter: \$50.00.
- (h) Grading and excavating permit:
 - (1) Less than one acre: \$125.00.
 - (2) One to five acres: \$200.00.
 - (3) Over five acres: \$250.00.
- (i) Street opening permit: \$50.00 per 100 feet of street opening or portion thereof.
- (j) Mobile food unit permit required by section 14.02.223: \$25.00 per permit. One permit may authorize the operation of a mobile food unit at multiple locations.

ARTICLE A6.000 ANIMAL CONTROL SERVICES

- (a) Dogs and cats (per day) (3-day hold): Actual cost in accordance with the fee assessed by the third party city uses for said service.
- (b) Reclaimed animals: \$100.00 per incident plus applicable fees (vaccines, etc. charged by third party).
- (c) Euthanization/disposal fee: Actual cost in accordance with fee assessed by the third party city uses for said service.
- (d) Animal head shipment/rabies testing: Actual cost in accordance with fee assessed by third party city uses for said service.
- (e) Confined animal facility operations permit: The greater of either \$500.00 or the actual cost incurred by the city for engineering services by the city engineer in reviewing any application for the permit or renewal of the permit.
- (f) Any appeal to the board of adjustments of any matter pursuant to [section 2.03.032](#)(e) of this code: \$500.00.
- (g) Issuance of confined animal permit and inspection annually: \$100.00.

ARTICLE A7.000 SOLID WASTE COLLECTION, RECYCLING, AND HOUSEHOLD HAZARDOUS WASTE

- (a) Solid waste with recycling:
 - (1) Residential rates with recycling: \$16.94
 - (2) Additional recycling cart: \$2.24
 - (3) Commercial curbside pickup: \$22.08
 - (4) Commercial hand collect recycling cart: \$6.28
- (b) Household hazardous waste collection fee: \$1.00 per month.

ARTICLE A8.000 HEALTH PERMITS

- (a) Food service and retail food establishment engaged in food preparation (annual fee): \$250.00.
- (b) Retail food establishment not engaged in food preparation (annual fee): \$150.00.
- (c) Temporary food establishment (per permit): \$50.00.
- (d) Public swimming pool or spa (annual fee): \$150.00.
- (e) Mobile food unit or mobile food establishment engaged in food preparation (annual fee): \$100.00.
- (f) Mobile food unit or mobile food establishment not engaged in food preparation (annual fee): \$100.00.

Permit fee collection authority delegated to the county for permits issued by the county.

ARTICLE A9.000 MISCELLANEOUS FEES

- (a) Pull charge (per vehicle, per pull): \$45.00.
- (b) Door-to-door sales registration under [article 4.03](#): \$2,000.00.
- (c) Alarm fees:
 - (1) Non-city home security alarm permit: \$10.00 annually.
 - (2) Alarm notification service fee:
 - (A) Per false alarm notification under 5 in a 12-month period: No charge.
 - (B) Per false alarm notification 5 to 8 in a 12-month period: \$60.00.
 - (C) Per false alarm notification over 8 in a 12-month period: \$90.00.
- (d) Alcoholic beverage fees: A fee is hereby levied of one-half of the state fee for each permit and license issued by the state alcoholic beverage commission for premises located within the city, pursuant to the authority of section 11.38 and section 61.36 of the Texas Alcoholic Beverage Code.
- (e) Municipal setting designation fees: A fee of \$500.00 is hereby levied for each application for a municipal setting designation for a specific location or specific business operation pursuant to regulations or requirements of the state commission on environmental quality.
- (f) Collection fee: A fee in the amount of thirty percent (30%) on each item for which such fee is permitted to be assessed by Texas Code of Criminal Procedure section 103.0031, such collection fee to be calculated as provided in such section, and subject to the limitations stated in such section and in any other applicable law, state or federal.
- (g) Private water well permit application fee: \$1,500.00.
- (h) Short-term Rental Fees:
 - a. Application for permit: \$200.00
 - b. Permit renewal: \$200.00
 - c. Short-term rental inspection fee: \$130.00

ARTICLE A10.000 FIRE AND RESCUE FEES

- (a) Mitigation rates based on per hour: The mitigation rates below are average “billing levels,” and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.
- (b) Motor vehicle incidents:
 - (1) Level 1 - \$435.00. Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level.” This occurs almost every time the fire department responds to an accident/incident.
 - (2) Level 2 - \$495.00. Includes level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

(3) Level 3 - car fire - \$605.00. Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

(c) Add-on services:

(1) Extrication - \$1,305.00. Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

(2) Creating a landing zone - \$400.00. Includes air care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

(3) Itemized response. The city has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

(4) Additional time on-scene.

(A) Engine billed at \$400.00 per hour.

(B) Truck billed at \$500.00 per hour.

(C) Miscellaneous equipment billed at \$300.00.

(d) Hazmat:

(1) Basic response: level 1 - \$700.00. Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

(2) Intermediate response: level 2 - \$2,500.00. Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

(3) Advanced response: level 3 - \$5,900.00. Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour at \$300.00 per hazmat team.

(4) Additional time on-scene (for all levels of service).

(A) Engine billed at \$400.00 per hour.

(8) Truck billed at \$500.00 per hour.

(C) Miscellaneous equipment billed at \$300.00.

(e) False alarm billing rates:

(1) The first three (3) false alarms within twelve (12) months in a calendar year are free of charge.

(2) The fourth (4) false alarm and beyond in a twelve (12) month calendar year is billed at \$100.00 but will not exceed \$500.00.

(f) Fire investigation:

(1) Fire investigation team - \$275.00 per hour. Includes:

(A) Scene safety.

(B) Investigation.

- (C) Source identification.
- (D) K-9/arson dog unit.
- (E) Identification equipment.
- (F) Mobile detection unit.
- (G) Fire report.

(2) The claim begins when the fire investigator responds to the incident and is billed for logged time only.

(g) Fires:

(1) Assignment - \$400.00 per hour, per engine I \$500.00 per hour, per truck. Includes:

- (A) Scene safety.
- (8) Investigation.
- (C) Fire I hazard control.

(2) This will be the most common “billing level.” This occurs almost every time the fire department responds to an incident.

(3) Optional: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized, per person, at various pay levels and for itemized products use.

(h) Illegal fires:

(1) Assignment - \$400.00 per hour, per engine; \$500.00 per hour, per truck.

(2) When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

(i) Water incidents:

(1) Basic response: level 1. Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level.” This occurs almost every time the fire department responds to a water incident. Billed at \$400.00 plus \$50.00 per hour, per rescue person.

(2) Intermediate response: level 2. Includes level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident. Billed at \$800.00 plus \$50.00 per hour, per rescue person.

(3) Advanced response: level 3. Includes level 1 and level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Billed at \$2,000.00 plus \$50.00 per hour per rescue person, plus \$100.00 per hour per hazmat team member.

(4) Itemized response: level 4. The city has the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue

products used.

(j) Back country or special rescue:

(1) Itemized response. Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used. Minimum billed \$400.00 for the first response vehicle plus \$50.00 per rescue person. Additional rates of \$400.00 per hour per response vehicle and \$50.00 per hour per rescue person.

(k) Chief response: This includes the set-up of command, and providing direction of the incident. This could include operations, safety, and administration of the incident. Billed at \$250.00 per hour.

(l) Miscellaneous/additional time on-scene: Engine billed at \$400.00 per hour. Truck billed at \$500.00 per hour. Miscellaneous equipment billed at \$300.00.

(m) Mitigation rate notes:

(1) The mitigation rates above are average “billing levels,” and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

(2) These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

(n) Late fees: If the invoice is not paid within 90 days, a late charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be assessed to the responsible party.

ARTICLE A11.000 PARKS AND RECREATION FEES

Sec. A11.001 Park usage fees

(a) Park pavilion rental.

(1) Resident: \$15.00 per 2 hour block.

(2) Nonresident: \$30.00 per 2 hour block.

(b) Baseball field rental.

(1) Resident: \$15.00 per 2 hour block.

(2) Nonresident: \$30.00 per 2 hour block.

(c) Practice fields rental.

(1) Resident: \$15.00 per 2 hour block.

(2) Nonresident: \$30.00 per 2 hour block.

(d) No individual or group may reserve any park facility more frequently than twice per calendar week.

(e) Deck rental.

(1) Resident: \$15.00 per 2 hour block.

(2) Nonresident: \$30.00 per 2 hour block.

Commercial & Multi-Family Construction Plan Review (Permit fees)

	Safebuilt		DWG		Base		per addt'l \$1K	
	Base	per addt'l \$1K	Base	per addt'l \$1K	\$ incr	% Incr	\$ incr	% Incr
	\$1 to \$10,000	\$40.00		\$100.00		\$60.00	150.0%	\$0.00
\$10,001 to \$25,000	\$61.63	\$4.76	\$125.00	\$7.00	\$63.37	102.8%	\$2.24	47.1%
\$25,001 to \$50,000	\$133.03	\$3.43	\$191.00	\$6.00	\$57.97	43.6%	\$2.57	74.9%
\$50,001 to \$100,000	\$218.88	\$2.38	\$314.00	\$5.00	\$95.12	43.5%	\$2.62	110.1%
\$100,001 to \$500,000	\$337.88	\$1.90	\$485.00	\$4.00	\$147.12	43.5%	\$2.10	110.5%
\$500,001 to \$1,000,000	\$1,099.46	\$1.62	\$1,580.00	\$3.00	\$480.54	43.7%	\$1.38	85.2%
\$1,000,001 and up	\$1,906.98	\$1.07	\$2,736.00	\$2.00	\$829.02	43.5%	\$0.93	86.9%

Commercial & Multi-Family Construction Inspection

	Safebuilt		DWG		Base		per addt'l \$1K	
	Base	per addt'l \$1K	Base	per addt'l \$1K	\$ incr	% Incr	\$ incr	% Incr
	\$1 to \$10,000	\$70.00		\$100.00		\$30.00	42.9%	\$0.00
\$10,001 to \$25,000	\$99.67	\$7.70	\$135.00	\$11.00	\$35.33	35.4%	\$3.30	42.9%
\$25,001 to \$50,000	\$215.19	\$5.56	\$294.00	\$8.00	\$78.81	36.6%	\$2.44	43.9%
\$50,001 to \$100,000	\$354.06	\$3.85	\$483.00	\$6.00	\$128.94	36.4%	\$2.15	55.8%
\$100,001 to \$500,000	\$546.56	\$3.03	\$746.00	\$5.00	\$199.44	36.5%	\$1.97	65.0%
\$500,001 to \$1,000,000	\$1,778.56	\$2.61	\$2,426.00	\$4.00	\$647.44	36.4%	\$1.39	53.3%
\$1,000,001 and up	\$3,084.81	\$1.73	\$4,207.00	\$3.00	\$1,122.19	36.4%	\$1.27	73.4%

New Residential Construction

	Safebuilt		DWG		Base		per addt'l sf	
	Base	per addt'l sf	Base	per addt'l sf	\$ incr	% Incr	\$ incr	% Incr
	0 to 1500 sf	\$750.00		\$942.00		\$192.00	25.6%	\$0.00
1501 to 10,000 sf	\$750.00	\$0.33	\$942.00	\$0.45	\$192.00	25.6%	\$0.12	36.4%
Over 10,000 sf	\$3,700.00	\$0.13	\$4,767.00	\$0.20	\$1,067.00	28.8%	\$0.07	53.8%

**City Council
Staff Agenda Report**

Agenda Item: 9j.

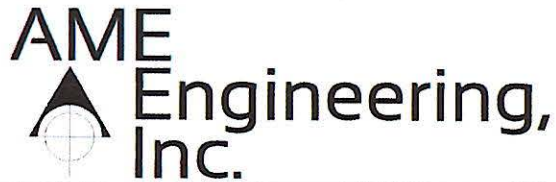
Agenda Subject: Discussion and possible action to approve contract addendum with AME Engineering Inc. for as-built design plans and building/M.E.P. (mechanical, engineering, plumbing) remodel design plans for the DPS Complex in the amount of \$4,550.00

<p>Meeting Date:</p> <p>October 20, 2022</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input checked="" type="checkbox"/>Yes <input type="checkbox"/>No <input type="checkbox"/>N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Background Information: Council previously approved a contract with AME Engineering for As-Built Building Design Plans & Building/M.E.P. Remodel Design Plans for the DPS renovations. The original contact was based on square footage provided by RJ Construction. After the engineering firm measured the DPS complex it was determined the square footage was larger than what they quoted. This has resulted in a \$4,550.00 increase in the original contract price.

Recommended Action/Motion: Motion to approve contract addendum with AME Engineering Inc. for as-built design plans and building/M.E.P. (mechanical, engineering, plumbing) remodel design plans for the DPS Complex in the amount of \$4,550.00.

Attachments: Original Signed Contract Addendum



3825 W Green Oaks Blvd., Ste 200
Arlington, Texas 76016
mail@ameengineer.com
Office (817) 653-4122
Fax (817) 754-6615

May 19, 2022

Dalworthington Gardens Police & Fire
Attn: Greg Petty
2600 Roosevelt Drive
Arlington, Texas 76016

Re: As-Built Building Design Plans & Building/M.E.P. Remodel Design Plans for Dalworthington Gardens Police & Fire Facility at 2600 Roosevelt Drive Arlington, Texas 76016

Dear Mr. Greg Petty:

We are pleased to submit a proposal on the above referenced project. Before going further into this project, it is thought to be in the best interest of both parties to agree on the scope of work and corresponding fees. This proposal has been based on our previous site inspections, meeting and contractor floor plan received on 04/04/2022 (sectioned floor plan enclosed for proposal coordination). The approximate As-Built area is a 11,070 sf 1-story building and an approximate 8,651 sf general remodel area (less section 'F' maintenance storage area). This proposal is between AME Engineering, Inc. ("AME" or "Engineer") and Dalworthington Gardens ("Client"). Client's representative for the project will be Mr. Greg Petty.

SCOPE OF WORK:

Engineer's scope of work is to provide As-Built Building Floor Plans, Building Remodel Design Plans and Partial Remodel M.E.P. Design Plans for the City of DWG's Building Permit Approval. Prior to the design portions of the project, client/contractor must provide a proposed remodel sketch, allow AME Engineering access for site inspection to collect existing building data & be provided any proposed specialized equipment specifications/schedule utilizing power or plumbing.

AME's scope of work is more specifically detailed below:

As-Built Building Floor Plans= (11,070 sf) = \$8,395.00

- Site Inspection to collect needed existing Building Data
- As-Built Building Plan 11,070 sf
 - Existing Dimensioned Floor Plan
 - Existing Door & Window Schedules
 - Existing Wall, Floor & Ceiling Finishes

Building Remodel Design Plans= (8,651 sf) = \$12,976.50

- Architectural Cover Sheet
- Demo Plan
- Interior Floor Plan Design

**Re: As-Built Building Design Plans & Building/M.E.P. Remodel Design Plans for
Dalworthington Gardens Police & Fire Facility at
2600 Roosevelt Drive
Arlington, Texas 76016**

- Finish Door/Window Schedules & ADA Details
- Egress Plan (if required by City)
- Interior Remodel Sections (as applicable)
- Roof Design Plan
- Building Envelope COMcheck

Partial Remodel M.E.P. Design Plans (8,651 sf)

= \$4,325.00

- Mechanical, Electrical & Plumbing Remodel Design Plans to include: HVAC Layout, Outside Air Calcs, Mechanical Details, Specifications and Mechanical COMcheck, Interior Lighting & Power Layouts, Switching & Circuiting, One-Line Diagram & Panel Layout, Electrical Specification Notes, Interior Lighting COMchecks, Cold water/Hot water/Sanitary Sewer Layouts, Grease Interceptor Sizing (as applicable), Gas Layout/Sizing (as applicable), 3-Dimensional Riser Diagram (as required), Plumbing Specification Notes (No Septic System design included), & all associated details and notes.
- Scanning, Plotting & Printing: per requirements of Client/City submittal process. (One set of final scanned PDF files included)

Total associated fees for the proposed work are as follows:

\$25,697.00

Services not included in this proposal are as follows:

1. Major revisions made to design plans by the owner after acceptance (per Fee Schedule).
2. Any revisions requested by city not included in the above scope of work.
3. Additional total building square-footage, to be billed at same rate per square-foot as equated above.
4. Specification Book/Binder
5. Additional requested site Inspections &/or Off-Site Meetings
6. **Civil Design Plans (can be quoted upon scope of work determination &/or request)**
7. Landscaping & Irrigation Design Plans
8. Site Electrical Design Plans
9. Site Lighting Photometric Plan
10. **Structural Design Plans or Reports (this could be required but cannot be determined until remodel design starts (typically \$150.00 per calculation) (billed as accrued).**
11. Maintenance Storage square footage Area not included in Remodel Design Plans
12. TDLR
13. Asbestos Testing/Report
14. VRF/VRV/VAV HVAC Design
15. Generator/UPS System Design
16. Manufacturing/Processes Design
17. Communication/Low Voltage/Security Design
18. Fire Suppression System Design
19. Medical/Specialized Gas Design
20. Septic/Well Water System Design
21. Boiler/Chiller Design
22. Final Energy/Green Review/Manual J
23. Construction Inspection/Material Testing/Evaluations
24. HVAC Balancing Report & Inspection
25. Franchise Review/State Certification Review/HUD Review
26. Plotting and Printing Expenses

**Re: As-Built Building Design Plans & Building/M.E.P. Remodel Design Plans for
Dalworthington Gardens Police & Fire Facility at
2600 Roosevelt Drive
Arlington, Texas 76016**

27. Permitting Fees &/or Plan Submittal
28. Projects that go on hold for extended period of time exceeding 90 days, additional fees may apply.
29. Construction Administration: Submittal Reviews, RFI's, Plan revisions, Value Engineering and final As-Built Plans, as requested in the future. Fees assessed at an hourly rate of \$90.00 per hour for technician & \$150.00 per hour for Engineer. Typical projects do not exceed 10% - 30% of the original design fees. (Value Engineering &/or Construction Phase Service request typically require at least 5-7 business day for turnaround time).
30. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any.

Any City requested revisions that are a part of the normal review process for the specified scope of work, will be revised for re-submittal in a timely manner by this office. Any additional printing associated with re-submittals is considered additional services and will be required prior to release of such plans.

STANDARD OF CARE:

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.

TIMELINE & CLIENT PROVIDED DATA:

Currently, we are approximately 2 weeks out before starting new projects. It is estimated to take approximately 25-30 business days to prepare the As-Built Building Floor Plans and approximately 25-30 business days to prepare the Building & M.E.P. Remodel Design Plans & coordinate with DWG Building Inspections Department once the following are received or conducted:

- Executed proposal/agreement
- Executed retainer payment
- Site Inspection scheduled for Building As-Built data collection, this most likely will take multiple visits to verify.
- Needed data is received: Coordination with City staff to obtain all existing or new equipment specifications that are utilizing power or plumbing, and contractor proposed floor plan sketch.

Please note the estimated timeline is based on client provided information. Throughout design process we may need additional information not stated above. It will be client/owner's responsibility to provide this information in a timely manner to keep project on estimated completion time. If all initial required information above is not provided prior to start time your project may be delayed due to AME Engineering's project workload.

It is the client's responsibility to provide all needed data for project coordination. All revisions after client review, construction phase services &/or construction red tags due to lack of coordination are considered additional services and will be billed at an hourly rate (see fee schedule).

**Re: As-Built Building Design Plans & Building/M.E.P. Remodel Design Plans for
Dalworthington Gardens Police & Fire Facility at
2600 Roosevelt Drive
Arlington, Texas 76016**

INDEMNIFICATION:

AME SHALL AND DOES HEREBY AGREE TO INDEMNIFY, DEFEND (WHERE INSURANCE IS COMMERCIALY AVAILABLE TO DO SO), AND HOLD HARMLESS CLIENT, ITS ELECTED OFFICIALS AND EMPLOYEES FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER, BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSON CAUSED BY ANY OMISSION OR NEGLIGENT ACT OF AME, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR OTHER PERSONS FOR WHOM IT IS LEGALLY LIABLE, ARISING OUT OF AME'S EXECUTION, OPERATION OR PERFORMANCE OF THIS AGREEMENT; PROVIDED AND EXCEPT, HOWEVER, THAT THIS INDEMNIFICATION PROVISION SHALL NOT BE CONSTRUED AS REQUIRING AME TO INDEMNIFY, DEFEND OR HOLD CLIENT, OR ANY OF ITS ELECTED OFFICIALS OR EMPLOYEES HARMELSS FROM ANY LOSS, DMAGES, LIBAILITY OR EXPENSE, BASED WHOLLY OR PARTLY ON THE NEGLIGENCE, FAULT OF OR BREACH OF CONTRACT BY CLIENT, ITS ELECTED OFFICIALS OR EMPLOYEES.

INSURANCE:

AME SHALL NOT COMMENCE WORK UNDER THIS AGREEMENT UNTIL IT HAS OBTAINED PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE AS REQUIRED HEREUNDER AND SUCH INSURANCE COVERAGE HAS BEEN APPROVED BY CLIENT. SUCH INSURANCE SHALL BE IN THE MINIMUM AMOUNT OF \$1,000,000 AND SHALL INCLUDE COVERAGE OF CONTRACTUALLY ASSUMED LIABILITY. THE INSURANCE COVERAGE PRESCRIBED HEREIN SHALL BE MAINTAINED UNTIL ONE (1) YEAR AFTER CLIENT'S ACCEPTANCE OF THE CONSTRUCTION PROJECT AND SHALL NOT BE CANCELED WITHOUT PRIOR WRITTEN NOTICE TO CLIENT. IN THIS CONNECTION, UPON THE SIGNING AND RETURN OF THIS AGREEMENT BY AME, A CERTIFICATE OF INSURANCE SHALL BE FURNISHED TO CLIENT AS EVIDENCE THAT THE INSURANCE COVERAGE REQUIRED HEREIN HAS BEEN OBTAINED BY AME, AND SUCH CERTIFICATE SHALL CONTAIN THE PROVISION THAT SUCH INSURANCE SHALL NOT BE CANCELLED OR MODIFIED WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO CLIENT. AME SHALL NOTIFY CITY WITHIN TEN (10) DAYS OF ANY MODIFICATION OR ALTERATION IN SUCH PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE.

OWNERSHIP OF DOCUMENTS:

ALL COMPLETED OR PARTIALLY COMPLETED REPORTS PREPARED UNDER THIS AGREEMENT, INCLUDING THE ORIGINAL DRAWINGS IN BOTH PAPER AND ELECTRONIC FORMATS, SHALL BECOME THE PROPERTY OF CLIENT WHEN THE AGREEMENT IS CONCLUDED OR TERMINATED. UPON COMPLETION AND PAYMENT OF THE CONTRACT, THE FINAL DESIGN, DRAWINGS, SPECIFICATIONS AND DOCUMENTS IN BOTH PAPER AND ELECTRONIC FORMATS SHALL BE OWNED BY CLIENT.

REUSE, CHANGE OR ALTERATION BY CLIENT OR OTHERS ACTING BY OR ON BEHALF OF CLIENT OF SUCH DOCUMENTS WITHOUT THE PERMISSION OF AME SHALL BE AT CLIENT'S SOLE RISK.

TERMINATION:

THE CLIENT MAY TERMINATE THIS AGREEMENT AT ANY TIME FOR CONVENIENCE OR FOR ANY CAUSE UPON TEN (10) DAYS WRITTEN NOTICE TO THE AME. EITHER CLIENT OR AME MAY TERMINATE THIS AGREEMENT IN THE EVENT THE OTHER PARTY FAILS TO PERFORM IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. UPON RECEIPT OF SUCH NOTICE THE AME SHALL IMMEDIATELY DISCONTINUE ALL SERVICES AND WORK AND THE PLACING OF ALL ORDERS OR THE ENTERING INTO CONTRACTS FOR SUPPLIES, ASSISTANCE, FACILITIES, AND MATERIALS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT AND SHALL PROCEED TO CANCEL PROMPTLY ALL EXISTING CONTRACTS INSOFAR AS THEY ARE CHARGEABLE TO THIS AGREEMENT.

AME, UPON TERMINATION, SHALL BE PAID FOR ALL SERVICES RENDERED THROUGH THE DATE OF TERMINATION.

**Re: As-Built Building Design Plans & Building/M.E.P. Remodel Design Plans for
Dalworthington Gardens Police & Fire Facility at
2600 Roosevelt Drive
Arlington, Texas 76016**

LIMITATION OF LIABILITY:

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER TO CLIENT, AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS PROJECT OR AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF AGREEMENT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE AMOUNT OF INSURANCE PROCEEDS AVAILABLE.

INDEPENDENT CONTRACTOR:

AME COVENANTS AND AGREES THAT IT WILL PERFORM THE WORK HEREUNDER AS AN INDEPENDENT CONTRACTOR, AND NOT AS AN OFFICER, AGENT, SERVANT, OR EMPLOYEE OF CLIENT; THAT AME SHALL HAVE EXCLUSIVE CONTROL OF AND EXCLUSIVE RIGHT TO CONTROL THE DETAILS OF THE WORK PERFORMED HEREUNDER, AND ALL PERSONS PERFORMING SAME, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS AND OMISSIONS OF ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS; THAT THE DOCTRINE OF RESPONDENT SUPERIOR SHALL NOT APPLY AS BETWEEN CLIENT AND AME, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, AND NOTHING HEREIN SHALL BE CONSTRUED AS CREATING A PARTNERSHIP OR JOINT ENTERPRISE BETWEEN CLIENT AND AME.

ASSIGNMENT AND SUBCONTRACTORS/THIRD PARTY RIGHTS:

THE RIGHTS AND OBLIGATIONS COVERED HEREIN ARE PERSONAL TO EACH PARTY HERETO AND NOT TO ANY THIRD PARTY AND FOR THIS REASON NEITHER THIS AGREEMENT NOR ANY CONTRACT HEREUNDER SHALL BE ASSIGNED BY EITHER PARTY IN WHOLE OR IN PART; NOR SHALL AME SUBCONTRACT ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR CONSENT OF CLIENT.

VENUE-LAWL:

VENUE OF ANY SUIT OR CAUSE OF ACTION UNDER THIS AGREEMENT SHALL LIE EXCLUSIVELY IN TARRANT COUNTY, TEXAS. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Re: As-Built Building Design Plans & Building/M.E.P. Remodel Design Plans for
Dalworthington Gardens Police & Fire Facility at
2600 Roosevelt Drive
Arlington, Texas 76016

FEE AGREEMENT:

Client agrees to pay AME for the services outlined in the scope of work fees as estimated to be \$25,697.00 for the As-Built Building Floor Plans, Building Remodel Design Plans and Partial Remodel M.E.P. Design Plans as described above, not including any plotting and printing and additional services accrued. Payment will be made as follows:

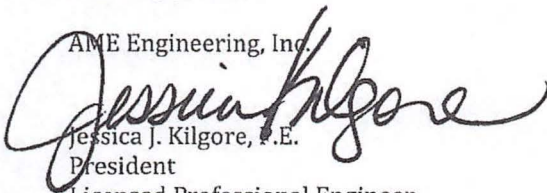
An initial retainer of \$8,480.01 (approx. 33%) shall be invoiced at the time of acceptance of this proposal/contact agreement. Future invoices shall be based upon the work performed and for any additional services provided by Engineer beyond the preliminary scope of work for the project. Future billing will typically take place at the plan completion points of 50% (\$4,368.49), 75% (\$6,424.25) and 100% (\$6,424.25) as work progresses. All unpaid sums invoiced to Client shall be paid to Engineer within (Net 30 days) calendar days from invoice date. Client agrees to pay Engineer a charge equal to 1.5% per month on any unpaid sums invoiced to Client not received by Engineer within thirty (Net 30 days) calendar days from invoice date. Failure of Client to promptly remit full payment of any invoice will allow Engineer to cease all further work. Project timeline is based on client/owner participation as stated above. Final determination of acceptability is up to the governmental municipal body. We do not guarantee approval of plans. AME participation in this project does not guarantee approval of plans or that the City will make final acceptance of this project in its existing or a modified form.

I am preparing this letter in two original copies. If this in general meets with your approval for this work, please keep one copy and sign and return the second copy to me. Acceptance may be made by transmittal of facsimile or email copies.

My work can start upon your authorization and acceptance of the terms outlined above & in the enclosed fee schedule.

Sincerely yours,

AME Engineering, Inc.



Jessica J. Kilgore, P.E.

President

Licensed Professional Engineer

State of Texas #106106

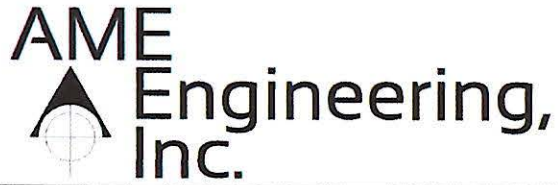
Accepted By

Title

Enclosed: AME Fee Schedule

5-31-2022

Date



3825 W Green Oaks Blvd., Ste 200
Arlington, Texas 76016
mail@ameengineer.com
Office (817) 653-4122
Fax (817) 754-6615

September 22, 2022

Dalworthington Gardens Police & Fire
Attn: Greg Petty
2600 Roosevelt Drive
Arlington, Texas 76016

**Re: Addendum to proposal signed on 05-31-2022 for
As-Built Building Design Plans & Building/M.E.P. Remodel Design Plans for
Dalworthington Gardens Police & Fire Facility at
2600 Roosevelt Drive
Arlington, Texas 76016**

Dear Mr. Greg Petty:

Per our original proposal agreement referenced above the fees were based on 11,070 square feet provided in the contactor sketch utilized for quoting. Per the original proposal agreement under "services not included in this proposal" item number 3 states "additional total building square-footage, to be billed at the same rate per square-foot as equated above". During our site inspections, the dimensions taken for the As-Built Design Plans equated to a larger footprint than provided during the quoting phase of the project. Therefore, we are presenting the accurate square footage that is 13,224 SF as opposed to the 11,070 square footages originally provided.

SCOPE OF WORK:

AME's scope of work is more specifically detailed below:

As-Built Building Floor Plans= (13,224 SF vs. 11,070 SF)

Additional Fees = \$1,400.10

- Site Inspection to collect needed existing Building Data
- As-Built Building Plan 13,224 sf
 - Existing Dimensioned Floor Plan
 - Existing Door & Window Schedules
 - Existing Wall, Floor & Ceiling Finishes

Building Remodel Design Plans= (10,226 SF vs. 8,651)

Additional Fees = \$2,362.50

- Architectural Cover Sheet
- Demo Plan
- Interior Floor Plan Design
- Finish Door/Window Schedules & ADA Details
- Egress Plan (if required by City)
- Interior Remodel Sections (as applicable)
- Roof Design Plan

**Re: Addendum to proposal signed on 05-31-2022 for
As-Built Building Design Plans & Building/M.E.P. Remodel Design Plans for
Dalworthington Gardens Police & Fire Facility at
2600 Roosevelt Drive
Arlington, Texas 76016**

- Building Envelope COMcheck

Partial Remodel M.E.P. Design Plans (10,226 SF vs. 8,651)

Additional Fees = \$787.50

- Mechanical, Electrical & Plumbing Remodel Design Plans to include: HVAC Layout, Outside Air Calcs, Mechanical Details, Specifications and Mechanical COMcheck, Interior Lighting & Power Layouts, Switching & Circuiting, One-Line Diagram & Panel Layout, Electrical Specification Notes, Interior Lighting COMchecks, Cold water/Hot water/Sanitary Sewer Layouts, Grease Interceptor Sizing (as applicable), Gas Layout/Sizing (as applicable), 3-Dimensional Riser Diagram (as required), Plumbing Specification Notes (No Septic System design included), & all associated details and notes.
- Scanning, Plotting & Printing: per requirements of Client/City submittal process. (One set of final scanned PDF files included)

Total additional fees based on the accurate square footage collected at the site inspection = \$4,550.00

We appreciate your understanding in this matter. If you have any concerns or questions, please let us know.

Sincerely yours,

AME Engineering, Inc.

Jessica J. Kilgore, P.E.
President
Licensed Professional Engineer
State of Texas #106106

Accepted By

Title

Date

Enclosed: Final AME As-Built Floor Plan per site collected data and Contractor Schematic Floor Plan provided for quotation