

**CITY ENGINEERING MASTER SERVICES AGREEMENT
THE CITY OF BRACKETTVILLE**

THE CITY OF BRACKETTVILLE (OWNER and CLIENT) engages 6S Engineering, Inc. (ENGINEER) to perform professional services under the following terms and conditions:

- I. **SERVICES:** ENGINEER agrees to provide General/Additional Engineering Services and Services for Public Works Construction Projects in conformance with the following descriptions, terms and conditions:
 - A. **GENERAL/ADDITIONAL SERVICES:** See Attachment "A". Shall be bill based on hourly rates or unit rates on Attachment "C" or individual Task Orders (see Attachment D) issued under this agreement as authorized by the OWNER.
 - B. **PUBLIC WORKS CONSTRUCTION PROJECTS:** See Attachment "B". Individual Task Orders (see Attachment D) prepared in accordance with Attachment "C" as authorized by the OWNER.
- II. **COMPENSATION:** Client agrees to pay ENGINEER for the services described above in accordance with the descriptions, definitions, terms and conditions found in Attachment "C" and individual Task Orders.
- III. **DURATION:** This Agreement shall be effective for a period of one (1) year beginning from the date that the CLIENT's signature is affixed to this agreement. The Agreement shall automatically be renewed each year until terminated in accordance with Paragraph VIII of this Agreement.
- IV. **PAYMENT:** ENGINEER will invoice CLIENT monthly in amounts based on ENGINEER's estimate of the amount of Basic Services completed plus charges for Additional Services performed. CLIENT agrees to pay ENGINEER at his office in Karnes County, Texas the full amount of the invoice within 30 days of the date of the invoice.
- V. **INSURANCE AND INDEMNITY:** ENGINEER agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage due to accidents arising in the course of services performed by ENGINEER under this Agreement. The policies of insurance so required shall include OWNER as an additional insured and include contractual liability insurance covering ENGINEERS's indemnity obligations under this contract. The insurance policies shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to OWNER. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER and its officers, employees, agents and consultants from and against claims, costs, losses, and damages arising out of or relating to the performance of the work.
- VI. **OPINIONS OF COST:** ENGINEER has no control over the following items which impact project construction costs: labor cost, material cost, equipment cost, services furnished by others, Contractors' methods of determining prices, competitive bidding conditions, and market conditions. Therefore, the Engineer's Opinions of Probable Project Cost and of Probable Construction Cost are understood to be made on the basis of his experience and represents his best judgment as a qualified Professional Engineer familiar with the construction industry and the ENGINEER does not guarantee that estimates, proposals, bids or actual Project and Construction

Costs will not vary from the Engineer's Opinion of the Probable Project Cost of Opinion of Probable Project Cost or Opinion of Probable Construction Cost.

- VII. REUSE OF DOCUMENTS: All documents prepared by ENGINEER pursuant to this Agreement, including drawings, and specifications are instruments of service with respect to particular projects. They are not intended or represented to be suitable for reuse by OWNER or others for extending the original project or on any other projects. OWNER may reuse Engineer's documents, but any reuse without written verification or adaptation by ENGINEER for the additional purpose will be at the OWNER'S sole risk and without liability or legal exposure to ENGINEER. Any variation or adaptations requested of ENGINEER by OWNER shall entitle ENGINEER to further compensation.
- VIII. TERMINATION:
- A. Either OWNER OR ENGINEER may terminate this Agreement at any time prior to completion of ENGINEER'S services. Terminations shall be initiated by a letter providing thirty (30) days written notice to the other party at its address of record.
 - B. COMPENSATION PAYABLE ON TERMINATION: On termination by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER as follows:
 - 1) Public Works Construction Projects (phase complete): CLIENT shall pay to ENGINEER the entire lump sum amount previously agreed upon for the completed phase in accordance with Attachment "C", Paragraph B.
 - 2) Public Works Construction Projects (phase incomplete): CLIENT shall pay ENGINEER the lesser of the following two amounts:
 - a) The amount required in VIII.B.1, or
 - b) The amount determined by applying the hourly and reimbursable rates specified for General/Additional Services in Attachment "C", Paragraph A, to the portions of the phase that have been performed prior to the date of termination.
 - 3) General/Additional Services: CLIENT shall pay ENGINEER the amount determined by applying the hourly and reimbursable rates specified in Attachment "C", Paragraph A, to the extent of services that have been performed prior to the date of termination.
- IX. SUCCESSORS AND ASSIGNS: OWNER and ENGINEERS each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER shall assign, sublet or transfer his interests in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.
- X. SPECIAL PROVISION: This instrument, with Attachments "A", "B", "C" and "D", contains the entire Agreement between OWNER and ENGINEER.
- XI. INVALIDATION: This Agreement shall become invalid unless it is executed by OWNER within ninety (90) days of the ENGINEER's signature date or unless the period of time is extended in writing by the ENGINEER.
- XII. MODIFICATIONS: No one has authority to make verifications in or additions to terms of this Agreement on behalf of OWNER or ENGINEER other than a person duly authorized by the party's appropriate authority, and then only in writing signed by the party's appropriate authority.
- XIII. CHANGE OR SUSPENSION OF WORK; Without invalidating this agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work by written amendment, a change order, or a work change directive. Upon receipt of any such document, ENGINEER shall promptly proceed with the work involved. At any time, with or without cause, OWNER may suspend the work or any portion thereof. ENGINEER shall be allowed an adjustment in the contract price or an extension of the contract time, or both, directly attributable to any such suspension.

- XIV. ATTORNEY'S FEES: In the event of any controversy, claim, or dispute between the parties that arises out of or relates to this agreement, the prevailing party will be entitled to recover from the other party any attorney's fees, expenses and costs.
- XV. GOVERNING LAWS AND VENUE: This contract shall be governed by the laws of the State of Texas and venue, all legal proceedings hereunder shall be in Kinney County, Texas.

Engineer: 6S Engineering, Inc.

Owner: The CITY OF BRACKETTVILLE

Signature: Rachelle A. Swaim

Signature: Nora Y. Rivas

Printed Name: Rachelle A Swaim

Printed Name: Nora Y. Rivas

Title: President

Title: City Administrator

Date: February 28, 2025

Date: February 28, 2025

ATTACHMENT "B"

PUBLIC WORKS CONSTRUCTION PROJECTS SCOPE OF WORK

A. Preliminary Design Phase

1. Attend preliminary conferences with OWNER and other interested parties, including public meetings when project is presented and discussed.
2. Establish the scope of soil investigation, special surveys and tests. Arrange for such work to be done. OWNER shall contract directly with the party performing the soil investigation, special survey and/or tests.
3. Prepare a preliminary engineering report that indicates the problems and alternate solutions with preliminary layouts, opinion of probable construction costs, and ENGINEER's recommendations.

B. Detailed Design Phase

1. Establish the scope of additional soil investigations, special surveys and tests required for design. Arrange for such work to be done. OWNER shall contract directly with the party performing the soil investigation, special survey and/or tests.
2. Furnish engineering data necessary for application for routine permits required by government agencies. Preparation of applications and other participation in the application process are considered Additional Services.
3. Provide field surveys required in the design of the project.
4. Prepare detailed specifications and contract drawings (contract documents) for construction. Prepare additional documents required for bidding.
5. Prepare detailed opinions of probable cause.
6. Furnish OWNER with all necessary copies of approved contract documents, including notices to bidders and proposal forms.

C. Bidding Phase

1. Assist OWNER with advertisement of the Project for bids.
2. Assist OWNER with opening and tabulation of the bids as follows:
 - a. Assist with distribution of contract documents.
 - b. Attend and lead the bid opening meeting.
 - c. Tabulate received bids and check extensions for correctness.

- d. Check financial references and past project references for the two (2) apparent low bidders.
 - e. Make recommendation for the award of the construction contract.
- 3. Assist in the preparation of formal Contract Documents.

D. Construction Phase

- 1. Make at a minimum, 1 visit to the construction site every week to observe the progress and quality of the work and to determine if the work is generally proceeding in accordance with the plans and specifications. Submit monthly reports relating to such visits. The OWNER may request additional visits and reports as Additional Services. The ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or for the Contractor's failure to construct the project in conformance to the contract documents.
- 2. Consult with and advise OWNER. Issue instructions to Contractor as requested by OWNER. Prepare and issue routine Change Orders approved by OWNER.
- 3. Review samples, catalog data, schedules, shop drawings, laboratory tests, shop tests, and mill tests of material and equipment and other data that the Contractor submits for general conformance with the Contract Documents. The review by ENGINEER does not relieve Contractor of any of Contractor's responsibilities including, but not limited to, confirmation of dimensions at the project site, implementation of appropriate safety measures to protect workers and the public, and construction of a complete and workable facility in accordance with the Contract Documents.
- 4. Obtain and review Contractor's monthly estimates and requests for payment. Furnish recommendations to OWNER. Assemble written guarantees that are required by the contract documents.
- 5. Perform a final project review with the OWNER for compliance with the Contract Documents and submit recommendations concerning project status to OWNER.

ATTATCHMENT "A"
GENERAL/ ADDITIONAL SERVICES
SCOPE OF WORK

1. Provide Project Representative and other personnel as required for on-site construction observation.
2. Property survey and establishment of boundaries and monuments with related computations and drafting.
3. Preparation of property or easement descriptions.
4. Preparation of special reports required for marketing of bonds.
5. Design Projects as requested by the City.
6. Appearances before regulatory agencies.
7. Assistance as an Expert Witness in litigation with third parties arising from the development or construction of a project or for other reasons. The work may include the preparation of engineering and reports.
8. Special investigations; preparation of rate schedules; earnings and expense statements; feasibility studies; evaluations; and material audits or inventories required for certification of force account construction performed by OWNER.
9. Detailed inspection of materials or equipment.
10. Travel and subsistence required of the ENGINEER and authorized by OWNER.
11. Preparation of applications and supporting documents for government permits.
12. Preparation of environmental statements.
13. Preparing for and attending public hearings and other meetings.
14. Training of personnel and assistance in operation of facilities.
15. Surveying related to construction layout.
16. Technical review of subdivision plats and zoning cases.
17. Any other special or miscellaneous assignments specifically authorized.

ATTACHMENT "C"

RATE SCHEDULE

A. GENERAL/ADDITIONAL SERVICES

Engineering, Planning:

Principal	\$190.00/hr.
Project Manager (City Engineer)	\$184.00/hr.
Project Engineer.....	\$167.00/hr.
Project Architect.....	\$162.00/hr.
Engineer-in-Training II... ..	\$120.00/hr.
Engineer-in-Training I.....	\$97.00/hr.
Designer	\$113.00/hr
Senior CADD Technician	\$117.00/hr.
CADD Technician.....	\$90.00/hr.
Construction Observer II	\$115.00/hr.
Construction Observer I	\$95.00/hr.
Clerical	\$80.00/hr.

Survey:

Professional Surveyor	\$146.00/hr.
Field Crew (2-Man).....	\$175.00/hr.
Field Crew (3-Man).....	\$200.00/hr.

Review of Subdivision Plats and Plans:

1. Residential Plats

Residential Preliminary Plat (Base)...	\$350 per plat
Residential Final Plat (Base)...	\$350 per plat
Lot fee in addition to base	
1-20 Lots... ..	\$20 per lot
21-100 Lots... ..	\$15 per lot
101 or more	\$12 per lot

2. Residential Plans

Residential Street and Drainage

Plan Review

1-50 Lots.....	\$500
51 or more.....	\$725

3. Commercial and Other Plats

Commercial Preliminary Plat (Base).....	\$315 per plat
Commercial Final Plat (Base).....	\$315 per plat
Plus.....	\$200 per plat

4. Commercial Plans

Commercial Street, Drainage, Storm Water Management Plan and Site Grading	Hourly based on Rate Schedule
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*All above Fees and Rates do not include travel expenses and other direct costs. Auto mileage will be billed at the approved IRS rate (currently \$0.70/mile) plus 10%. All other direct billed service (lodging, printing, postage, etc.) will be billed at actual costs plus 10%.

Reproduction work, - Prevailing commercial rates; Subcontractors, consultants, etc. - Cost plus 10%; All other expenses- Cost plus 10%.

B. PUBLIC WORKS CONSTRUCTION PROJECTS

Negotiated Lump Sum Fee

Task Orders will be compensated on the basis of a negotiated lump sum fee through a scoping process. Projects may include but not be limited to:

- a. Street and/or Drainage Maintenance PS&E's
- b. Water and Wastewater system improvement PS&E's
- c. Capital Project PS&E's
- d. Street Maintenance Master Planning
- e. Drainage Master Planning
- f. Development of other Master Plans (e.g., Major Thoroughfare Plan)
- g. City Code Development or Revision Consulting Services
- h. Grant Writing Support
- i. MS4 Permit Support
- j. Floodplain Reviews

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.

ADDENDUM TO CITY ENGINEERING MASTER SERVICES AGREEMENT

This Addendum to Agreement ("Addendum") is made and entered into by and between The City of Brackettville, Texas, a political subdivision of the State of Texas ("City" or "Owner") and 6S Engineering, Inc. ("6s" or "Engineer"). City and 6S are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties wish to modify certain terms and conditions of that City Engineering Master Services Agreement (the "Agreement").

NOW, THEREFORE, City and 6S for and in consideration of the foregoing Recitals, and for the mutual agreements herein made, the receipt and adequacy of such consideration being acknowledged by the Parties to each other, the Parties hereto agree as follows:

- 1. ADDENDUM CONTROLS.** The terms and conditions contained in this Addendum are incorporated into and form a part of the Agreement. The Addendum shall prevail over any conflicting provisions of the Agreement including the terms, provisions, obligations and conditions in the Contract Documents to the extent of such conflict, as of the Effective Date.
- 2. INDEMNIFICATION.** City is a governmental unit that is prohibited by law from indemnifying other parties pursuant to provisions of the Texas Constitution and applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification, and no defending and no "holding harmless" of 6S, or any other party, by City under the Agreement as herein modified or any agreement between the parties, regardless of how characterized.
- 3. JURISDICTION AND VENUE.** Notwithstanding anything appearing elsewhere to the contrary, all questions of City powers, privileges and immunities (including immunity from suit and damages), choice of law, limitations periods, access to courts and liability for attorney's fees shall be governed by the internal laws and regulations of the State of Texas, and none of such shall be deemed waived by reason of execution of the Agreement. For any and all disputes arising out of, in connection with, or relating to the Agreement and/or the transactions and relationships among the Parties contemplated by the Agreement, the Parties agree that: (i) the Agreement and any amendments thereto shall be governed by Texas law; and (ii) jurisdiction and venue shall be in the courts of competent jurisdiction located in Kinney County, Texas, for state court actions, or the U.S. District Court for the Western District of Texas located in Del Rio County, Texas for federal actions.
- 4. CITY REVENUES.** City commits only its current revenues hereunder, as required by Texas law. City retains the continuing right to terminate the Agreement without liability for said termination at the expiration of each budget period during the term of this Agreement. City will make best efforts to obtain and appropriate funds to meet City's obligations under the Agreement, consistent with the maintenance of reasonable reserves.
- 5. LICENSES, PERMITS, ETC.** Engineer warrants that it will obtain, pay the cost of and maintain in effect all licenses, permits, registrations or certifications that may be necessary for

Engineer's performance of this Agreement. Engineer will be responsible for payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by applicable law or regulation in connection with Engineer's performance hereunder.

6. **CONFIDENTIALITY.** Any confidentiality obligations of City under the Agreement are modified to provide that disclosure of certain material by City may be required due to its status as a governmental entity under the Texas Open Records Act ("Act"). City agrees to promptly notify 6S of any pending disclosure request under the Act pertaining thereto in order to enable 6S to monitor and, if it so wishes, to the extent permitted by law, intervene to oppose such disclosure. 6S agrees to identify and mark its confidential information, trade secrets and other proprietary information that it seeks to protect.

7. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The Parties agree that nothing in the Agreement shall be construed as a waiver of the sovereign immunity or governmental immunity of City, and that such immunity is specifically preserved to the fullest extent under applicable law.

8. **AMENDMENTS.** No amendment or modification to this Enrollment Agreement as herein amended shall be made other than one made in writing subsequent to the effective date hereof and signed by the Party to be bound thereby and specifically referencing an intention to amend the Agreement.

9. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

10. **EFFECTIVE DATE.** Notwithstanding any other date on the Agreement or subsequent contract document, the effective date of the Agreement shall be on the date of last signature ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have caused this Enrollment Agreement to be duly executed and EPHA's signature below is made on this 20 day of March, 2025, which is the Effective Date of the Agreement.

6S ENGINEERING, INC.

By: Rachelle A. Swaim

Name: Rachelle A. Swaim

Capacity: President

CITY OF BRACKETTVILLE, TEXAS

By: [Signature]

Name: Miguel Aguirre

Capacity: Mayor