



PIONEER
ENGINEERING

7050 East Freeway, Suite 1A
Houston, Texas 77020
Office Number (832) 307-0010

AGREEMENT FOR PROFESSIONAL SERVICES

Proposed Townhomes
9116 W Montgomery Road
Houston, Texas 77088

Client/Property Owner Information

Community Development Group
Laura Chiesara
4919 Lochman Lane
Pearland, Texas 77584
(832) 870-4134

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Project Overview

The project consists of subdividing an approximate 2.1191-acre (92,309 SF) tract of land into twenty-eight (28) single-family residential lots, 3- green space (parks) and 2 parking reserve areas accessed through private roads.

Required Data from Client

Community Development Group (CLIENT) shall supply Pioneer Engineering, LLC (PIONEER) with the following documents, prepared by others, that are required for the satisfactory completion of the project. PIONEER will utilize data and recommendations contained in these documents, but take no responsibility for the accuracy or completion thereof:

- Existing Conditions & Topographic survey in AutoCAD Format to include:
 - Plat data (recorded plat, deeds, title report, etc.)
 - Existing easements and building setbacks
 - Visibility triangles and right-of-way widening strips, if any
 - Existing street pavement elevations, and representative adjacent elevations at adjoining properties
 - Location and size of existing trees
 - Existing public and private utilities including grate, rim and flowline elevations
 - GPS Coordinates and scale factor (NAD83 State Plane Grid Coordinates)
 - Curbs, driveways, utility poles, meters, fire hydrants, storm sewer inlets, ditches and other physical features on the tract or in the public right-of-way within 10' of the tract
 - Roadways and sidewalks including the paving section width on the tract and in the public right-of-way within 10' of the tract
 - Public right-of-way including the width on or adjacent to the tract.
 - Plat review, signature, and seal prior to plat recordation
- Architectural site plan must include building footprints, driveways, sidewalks, garage approaches, and walkways. The site plan must be provided in AutoCAD format, based on topographic survey data, and current jurisdictional requirements.
- Soils report (to include recommendation of pavement design)
- Recorded warranty deed
- Valid City Planning Letters (CPL) are required for plat preparation, submittal, and recordation. CPLs are considered valid for 30 days from research date

Please note that insufficient data or delay in receipt of any of these documents may result in additional fees or extending the project schedule for completion.

Scope of Services

PIONEER will provide the CLIENT with the professional services required for the satisfactory completion of the project as specifically described below:

Platting

- Preparation of plat, registry, solid waste plan for the City of Houston (COH) Planning and Development & Harris County (HC) Platting Department
- First and second plat submittals to COH, as required for private streets (PAE)
- Addressing COH Planning and Development & HC Platting Department comments
- Obtain plat approval from COH Planning Commission
- Plat Recordation

Platting fixed fees will be paid as follows:

Project Milestone	Billed To	Amount Due
Upon Contract Execution	50%	\$5,000.00
Recordation	100%	\$5,000.00
TOTAL		\$10,000.00

Any outstanding balance will need to be paid before submitting the plat for recordation.

Civil Engineering

- Submittal of water and wastewater capacity reservation application
- Submittal of storm water information form
- Preparation of site grading, drainage and paving construction drawings
- Preparation of site utilities construction drawings
- Preparation of Storm Water Pollution Prevention Plan
- Preparation of Storm Water Quality Management Plan
- Preparation of flood mitigation drawings and calculations
- Preparation of conveyance analysis as required by the City of Houston
- Preparation of Plan-and-Profile drawings for utility connections and potential water line offset
- Preparation and recordation of Common Area Agreement (CAA)
- Coordination with applicable jurisdictional authorities
- Assistance in obtaining sitework approval

Civil Engineering fees will be paid as follows:

Project Milestone	Billed To	Amount Due
Upon Contract Execution	50%	\$19,000.00
Submittal	75%	\$9,500.00
Approval	100%	\$9,500.00
TOTAL		\$38,000.00

Construction Drawings

Two (2) sets of permitted drawings will be submitted to CLIENT at no cost. Additional sets will be billed as reimbursable expenses.

Exclusions

PIONEER will provide the following or any other additional services as directed by CLIENT that are not included in the scope of service in this contract.

- Public Hearing and/or Variance applications and submittals
- Off-site work
- Construction Administration
- Structural Inspections
- Permitting

Compensation terms for additional services will be provided through a contract amendment as required.

Payment Terms

CLIENT will pay PIONEER a fixed fee of **\$48,000.00**, which is the sum of all scope of service mentioned in this agreement.

These fixed fees are based on the following qualifications:

- It is specifically understood and agreed that the fixed fee above cover the performance of the specified professional services only one time after authorization by the CLIENT to proceed with services agreed under this contract. Any changes or revisions in the project concept or scope after said authorization will be subject to a change order and will be billed on an hourly basis.
- All fees paid to authorities having jurisdiction for submittal, review, permitting or any similar purpose shall be solely the CLIENT's responsibility.
- As the review process by jurisdictional authorities is outside the control of PIONEER, CLIENT is advised that the permitting process may significantly affect the schedule of completion of construction documentation and the securing of a permit.

Initial Payment ^{LC}_{LC}

At the execution of this agreement, an initial payment of **\$24,000.00** will be made by the CLIENT to PIONEER and will be credited to the final invoice to be made under this agreement.

Progress of Payment

CLIENT will be invoiced for the professional services based on percentage of completed or project milestone. Reimbursable expenses will be invoiced as the expense is incurred. Invoices will be due and payable upon receipt.

Once PIONEER fulfills the scope of services listed in this agreement, services are considered complete. PIONEER shall be paid in full regardless if the CLIENT starts construction or not.

Rates for Changes or Revisions

Payment to PIONEER for performing change or revisions to the scope of service as described above will be billed based on the following fee schedule:

	<u>Hourly Rate</u>
Principal	\$250.00
Project Engineer/Architect	\$200.00
Designer	\$150.00
Administrative	\$100.00

Reimbursable Expenses

Reimbursable expenses are in addition to the fees outlined above and will be invoiced to the CLIENT. The following is a partial list of such expenses:

- Mileage at \$0.60 per mile
- Plotting & printing at \$3.00 per sheet
- All out-of-pocket expenses including, but not limited to:
 - Delivery costs (mail, carrier fees)
 - Plan review and jurisdictional submittal fees
 - Record drawings, public documents, and utility maps (CenterPoint and AT&T)

NSF/Returned Checks

If a check payment is returned to PIONEER for insufficient funds, the CLIENT will be responsible for paying the full amount of the returned check with a \$30.00 service charge.

Delinquent Payment

All delinquent payment balances will be assessed at a rate of 1.5% per month or 18% per annum. In the event PIONEER retains an attorney to collect the past due amounts under the terms of this agreement, CLIENT hereby agrees, by utilizing said services, to pay all court costs, cost of collection, and reasonable attorney's fees.

Agreement Terms and Conditions

All original documents are the property of PIONEER as instruments of service, but CLIENT has the right to obtain copies. A copy of electronic drawings will be supplied to CLIENT in a format that excludes alterations. All disputes and disagreements arising from this contract shall be subject to mediation in accordance with current Construction Industry Rules of the American Arbitration Association prior to referral to arbitration or judicial process. CLIENT shall indemnify, defend and hold harmless PIONEER and its subcontractors, PIONEER's agents, officers, directors, and employees from and against all claims, damages, losses and expenses, including but not limited to, fees and charges of attorneys, courts, and arbitration costs, caused by or arising out of: (i) CLIENT's breach of or failure to comply with the terms of this Agreement, or (ii) the negligence or misconduct of CLIENT related to PIONEER's performance of the work. CLIENT agrees that to the extent not contrary to applicable law, PIONEER's total liability to CLIENT in connection with any work performed under this agreement for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the work or this agreement, from any cause or causes shall not exceed the greater of \$500,000.00 or amounts payable by PIONEER's insurance. CLAIMS, DISPUTES AND CAUSES OF ACTION (each a "DISPUTE") SHALL BE RESOLVED BY BINDING ARBITRATION, in accordance with the Federal Arbitration Act (Title 9, U.S. Code) or the applicable state arbitration statute if the Federal Arbitration Act does not apply. Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in accordance with the Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is

filed. After a demand for arbitration has been filed and the filing fee paid, any party may require that the dispute be submitted to mediation prior to commencement of the final arbitration hearing. If the dispute is not resolved by mediation, then the arbitration proceeding shall continue to conclusion. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. This arbitration provision shall survive closing, breach or termination of this Agreement and shall not be superseded by the doctrine of merger. PIONEER is knowledgeable and experienced in providing professional services, comparable to the services provided by other firms under similar circumstances. PIONEER's performance shall reflect those high standards and levels of care, diligence, skill, knowledge, and judgment required of persons or firms performing comparable services in accordance with customarily acceptable good and sound professional and engineering practices and procedures. If within the twelve (12) month period following completion, CLIENT informs PIONEER in writing that any part of the design fails to conform to the standard set forth in the preceding sentence, then PIONEER will reperform the design at its own cost. PIONEER will comply with all applicable local, state and federal legal requirements.

Termination of Agreement

Termination of this agreement prior to completion of the work must be made in writing and may be made by either party. At termination, PIONEER will be paid for services rendered, less all amounts already received by PIONEER. CLIENT will be reimbursed any un-earned fees.

Signatures

Please indicate your approval of this contract by signing and returning the executed copy to PIONEER.

Pioneer Engineering, LLC



Ali Tabboush, P.E., CFM

President

Feb 23, 2021

Community Development Group


Laura Chiesara (Feb 23, 2021 18:29 CST)

Laura Chiesara

Co-Director / Managing Member

Feb 23, 2021