

# Make the Downtown Bryan Parking Garage Project happen.



**GESSNER**  
ENGINEERING

Bryan, Texas 77803  
Proposal Number: P21-1041-04

## Structural

### PREPARED FOR:

Mr. Charles Wendt  
Brazos County Purchasing Department  
P.O. Box 914  
Bryan, Texas 77805  
979-361-4292  
cwendt@brazoscountytexas.gov

### GESSNER CONTACT:

Hannah Loring, P.E.  
hloring@gessnereng.com  
1-877-GESSNER

### SUBMITTED DATE:

7/22/2021

### VALID THROUGH:

10/22/2021

### SCOPE OF SERVICES:

The project is comprised of the peer review of the results and conclusions previously issued in a structural assessment report (by others) and to provide general consulting to the client with regards to the report results.

Site visits, remediation design, and assessment of the structure beyond the items outline within the issued report are beyond the scope of services.

By signing as the responsible party, you authorize Gessner Engineering to proceed and acknowledge your agreement to the services defined, as well as the attached terms and conditions. Upon signing, you also agree that you will be billed directly as the Client. If you are requesting this proposal on behalf of someone else, please have them add their contact and billing information and sign in the section below. **Please note that this agreement must be signed by the responsible party.**

### RESPONSIBLE PARTY

Brazos County  
Name  
200 S. Texas Avenue  
Billing Address  
Bryan, TX 77803  
City, State, Zip

Johanna R. Gessner  
Gessner Engineering Representative (Signature)  
Johanna Gessner, CEO  
Printed Name, Title

Phone \_\_\_\_\_ Email \_\_\_\_\_  
[Signature] 8/3/21  
Client (Signature) Date  
Duane Peters, County Judge  
Printed Name and Title

## FEE BREAKDOWN

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Listed below is the total fee for each phase of work. If the project is abandoned prior to completion of the design, the fee shall be due the date the project is abandoned and shall be based upon the percentage of services performed.

Structural Report - Peer Review

**\$4,000**

## BILLING & PAYMENT TERMS

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Invoicing will take place monthly or at completion/imminent completion of a phase/project. Monthly billing may include partial billing of a particular phase, as determined by review of the percent complete for that phase/project.

Should the scope of the project change after the design development phase, additional services will be charged based on the time required for revisions at the current hourly rates. Total fee amount will be invoiced and is for the complete services to be provided per the above fee. Gessner Engineering, LLC reserves the right to internally reallocate fee amounts to the various project phases, as necessary, based on the necessary time to complete the work.

Additional services may be provided on request or per the terms of this agreement and shall be billed at the current hourly rates in force (available upon request).



# TERMS AND CONDITIONS

## I. DEFINITION OF TERMS

- A. Agreement – The Agreement Letter, these Terms and Conditions, and any other attachments will be referred collectively as the “Agreement” between the Client and the Engineer.
- B. Agreement Letter – The letter which identifies the parties to this Agreement and describes the Project.
- C. Client – The person or entity named as Client in the Agreement Letter.
- D. Contract Documents – The drawings, specifications, addenda, and change orders that define the Project.
- E. Engineer – Gessner Engineering, LLC.
- F. Hazardous Materials – Any substances, including but not limited to asbestos; toxic materials; toxic or hazardous waste; PCBs; pollutants including any solid, liquid, gaseous, thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste; mold, mildew, or other microbial growth; combustible gases and materials; petroleum or radioactive materials (as each of these is defined in applicable federal statutes); or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- G. Owner – The person or entity, if any, named as the Owner in the Agreement Letter. If no Owner is named, the Client is the Owner.
- H. Project – The completed installation defined by the Contract Documents including the design, all as described in the Agreement Letter.
- I. Services – Those engineering services provided by the Engineer in connection with the Project. Such Services consist of both Basic Services and Additional Services as described in the Agreement Letter. It is clearly understood the Engineer is providing professional services only and is not providing any product(s).
- J. Special Consultants – Consultants in specialized fields outside of Engineer’s area of expertise who are retained through the Engineer or directly by the Client or Owner to provide various services such as, but not limited to, testing, surveying, traffic studies, value engineering etc. The use of Special Consultants is subject to the acceptance by the Engineer and to the Client’s written approval.
- K. Work – All work performed in connection with the Project other than Services performed by the Engineer. Work is the portion of the Project that is the responsibility of the contractor.

## II. ENGINEER’S RESPONSIBILITIES

- A. Standard of Care – Engineer represents that it will render Services under this Agreement in a professional manner in accordance with generally accepted professional practices using reasonable care and skill consistent with that ordinarily exercised by members of its profession under similar conditions of time and locale. Except as expressly provided for in this Paragraph, Engineer shall not be liable for a breach of the Standard of Care set forth in this Paragraph unless Client gives written notice of the defective Services, reasonably described, to Engineer within fourteen (14) business days of the time when Client (or Client’s contractors or subcontractors) discovers or should have discovered that the Services were in breach of the Standard of Care, but in no event shall notice be given more than one year after the completion of services. If the Engineer received timely notice as herein required, Engineer shall, in its sole discretion, either (i) repair or re-perform such Services (or the defective part), or (ii) credit or refund the price paid to Engineer that is attributable to such defective Services. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE CLIENT’S SOLE AND EXCLUSIVE REMEDY AND ENGINEER’S ENTIRE LIABILITY FOR ANY BREACH OF THE STANDARD OF CARE SET FORTH IN THIS PARAGRAPH. Failure by the Client to notify the Engineer of such defects shall relieve the Engineer of the costs of remedying such defects above the sum such remedy would have cost had prompt notification been given when such defects were discovered.
- B. Excluded Services – Engineer will not obligate itself to provide any Services which, in the Engineer’s professional opinion, are outside its area of expertise or are in violation of applicable codes or regulations.
- C. Job Site Visits – Engineer will only make site visits as required by the Contract Documents.

## III. CLIENT’S RESPONSIBILITIES

- A. Access to Site – Client will furnish or obtain full and free access to all property as necessary for the performance of Engineer’s Services under this Agreement.
- B. Permits and Approvals – Client will furnish permits and approvals from all governmental authorities having jurisdiction over any portion of the Project and from others as may be necessary for completion of the Project.
- C. Design Criteria – Client will timely furnish detailed information, design criteria, drawings, specifications, construction standards, and full information as to Client’s requirements for the Project. Failure to provide such information or documentation when requested may result in the delay of the Project.
- D. Reviews and Authorizations – Client shall receive and examine documents submitted by Engineer, interpret and define Client’s policies and promptly render decisions and authorizations in writing to prevent unreasonable delay in the progress of Engineer’s Services.
- E. Documents and Information – Failure by Client to timely deliver will result in additional charge and timely delivery of project deliverables. The following items are to be provided by the Client for each applicable phase:

### ACCOUNTING

- Billing contacts (name, email address, mailing address)
- Invoice instructions
- Approval of invoice format
- Change order format

### GEOTECHNICAL ENGINEERING:

- Accessible site
- Location of utilities
- Site plan



# TERMS AND CONDITIONS

## STRUCTURAL ENGINEERING:

- Architectural backgrounds for our use
- If available, Revit® files or CAD files. If construction documents are hand drawn or digital files are not available, full size to-scale drawings shall be provided
- A geotechnical report, if not to be provided as part of this agreement
- Metal building loads and connection information from proprietary structural systems or systems to be provided by others (applicable for metal buildings only)
- Project title block (if no title block is provided, Gessner Engineering will prepare documents on our title block)
- All non-standard AutoCAD font files in .SHX format
- Final printing and distribution of Specifications and Construction Documents

## CIVIL ENGINEERING:

- Digital backgrounds in AutoCAD or REVIT format. If construction documents are hand drawn or digital files are not available, full size to-scale drawings shall be provided
- Project title block (if no title block is provided Gessner Engineering will prepare documents on our title block)
- All non-standard AutoCAD font files .SHX format
- A complete set of construction documents
- Topographical Survey of the site including all topographical information, existing utilities, and other existing improvements in AutoCAD format, if not to be provided as part of this agreement
- Utility load data for proposed water and sanitary sewer needs for the proposed building(s)

## FORENSIC INVESTIGATIONS:

- Access to facility
- If available, existing building plans, construction test reports and inspections, previous forensic inspection reports, available repair history, and any other information relevant to the inspection.

## SURVEYING SERVICES:

- When applicable, title commitment
- When applicable, CAD file

F. Client's Consultants – It is understood and agreed that the Client may contract directly with other consultants to provide other services for the Project. The Client agrees that Engineer shall have no responsibility or liability for any portion of the Project designed by other consultants engaged by the Client or by Special Consultants retained through the Engineer for the Client's convenience. The Engineer shall not be required to check or verify contract documents or reports provided by such other consultants or Special Consultants and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents or reports with applicable laws, codes, statues, ordinances and regulations.

G. Confidential Information – All non-public, confidential or proprietary information of Engineer, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Engineer to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without the prior written consent of Engineer. Confidential Information does not include information that is (i) in the public domain, (ii) known by Client at the time of disclosure, or (iii) rightfully obtained by Client on a non-confidential basis from a third party. Client agrees to use the Confidential Information only in connection with Engineer's provision of Services. Engineer shall be entitled to injunctive relief for any violation of this Paragraph.

H. Insurance - Represents and warrants that all other consultants and design professionals will be required to have or obtain professional liability and general liability insurance. Client indemnifies and holds the Engineer harmless for failure to do so.

## IV. PAYMENTS TO ENGINEER

A. Time of Payment – Payments to the Engineer shall be made within 30 days following receipt of Engineer's invoice. The invoice will be based upon the proportion of the Engineer's Services completed during the invoice period, or upon time spent when fees are on an hourly basis (but shall not be due to the Engineer before and unless payments are received by the Client from the Owner for the portion of the Services completed by the Engineer). The Client shall promptly forward Engineer's invoices to Owner for payment and shall then exert all reasonable and diligent effort to collect prompt payment from the Owner.

B. Late Payment – Client agrees to pay Engineer interest on all amounts past due at a rate of 1.5% per month, subject to maximum legal limits. Any amount paid in excess of maximum legal limits shall be automatically applied to reduce the principal owed by Client. In addition to any amount due and any applicable interest, Client agrees to pay Engineer all reasonable collection and attorney's fees, court costs and other expenses including reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed according to the Engineer's prevailing fee schedule and expense policies. Engineer reserves the right to discontinue all current work if any invoice is not paid within 30 days of receipt. If Client has any invoices more than 60 days past due, all of Client's invoices must be paid in full prior to document submission on the Project.

C. Reimbursable Expenses – Expenses payable on a client's behalf to a third party shall be paid directly to the third party or to the Engineer prior to the Engineer engaging the third party to perform work on behalf of the client.

## V. DOCUMENTS

A. Ownership – All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names



## TERMS AND CONDITIONS

and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, including, without limitation, drawings, specifications, computer files, electronic media, field data, engineering calculations, notes, and other documents, and instruments prepared or furnished by Engineer to Client pursuant to this Agreement (collectively, the "Deliverables") shall be owned by the Engineer. Engineer shall retain all common law, statutory and other reserved rights, in the Deliverables. Whether or not the Project is completed, but subject to the provisions of this Article, all such Deliverables are instruments of professional service only and Engineer is not providing any product. The Client may retain copies of all Deliverables upon completion of Services and payment in full of all monies due to Engineer. Such Deliverables are not intended or represented to be suitable for reuse on extensions of the Project or on any other project, and Client agrees not to use such Deliverables documents for any other purpose.

B. Unauthorized Changes – The Engineer shall have no liability to the Client or others for changes made to the Engineer's documents or to the Project by the Client without the Engineer's prior written approval.

### VI. DISCLAIMER OF WARRANTIES

ENGINEER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) WARRANTY OF TITLE; OR (D) WARRANTY PROPOSAL FOR PROFESSIONAL SERVICES - ATTACHMENT B AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

### VII. LIABILITY LIMITATION

A. Engineer shall have no responsibility or liability to Client or to others for acts or omissions of the contractor or any other persons (including, without limitation, Client and/or Owner) performing Work on the Project; or for construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions, in connection with the Work; or for contractor's or any other person's (including, without limitation, Client's and/or Owner's) failure to carry out the Work in accordance with drawings and specifications prepared by Engineer; or for acceptance by the Client, its agents, subcontractors, or employees, of materials, equipment and/or workmanship over the objection of Engineer, its agents or employees if such materials, equipment or workmanship in question have been rejected in writing by Engineer, prior to the inclusion of same in the Project, and Client shall notify Engineer in writing before any Work is accepted on behalf of Client or Owner without prior written approval of Engineer so that Engineer may timely object to such acceptance; or for any other reason beyond the warranty of the use of reasonable professional skills in execution of the Services described in Paragraph II(A) above. Furthermore, Engineer shall not be responsible or liable for any defects or omissions in the Project or Work resulting from any deviation from Engineer's Contract Documents or recommendations; for any defects or omissions by any persons or entities responsible for performing any of the Work for any portion of the Project; or for any claims related to increased costs within the contingency resulting from changes described below. IN NO EVENT SHALL ENGINEER BE LIABLE TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE OR FRAUD), STRICT LIABILITY OR STATUTORY LIABILITY OR ANY OTHER CAUSE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ENGINEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ENGINEER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE OR FRAUD), STRICT LIABILITY OR STATUTORY LIABILITY OR ANY OTHER CAUSE, EXCEED THE AGGREGATE AMOUNTS PAID TO ENGINEER PURSUANT TO THIS AGREEMENT.

B. No Personal Liability - Client and Engineer agree the representations and undertakings set forth in this Agreements are not made or intended as personal by their respective shareholders, officers, directors, members, managers, employees, and no personal liability is assumed by, nor may at any time be asserted against, any of them personally, all such liability, if any, being expressly waived or released by the Parties. The Parties agree claims, if any, will be brought against the business entities that are the Parties to this Agreement.

C. Safety – Engineer has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions or to the means, methods, techniques, sequences, or procedures required for the contractor to perform his Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Client agrees that the general contractor shall be solely responsible for job site safety, and warrants that this intent shall be carried out in the Client's contract with the contractor. The Client also agrees that, as a condition to the Client's contract with the contractor, the Engineer shall be indemnified by the contractor and shall be made an additional insured under the contractor's general liability insurance policies.

### VIII. INDEMNIFICATION

The Client and the Owner shall, jointly and severally indemnify and hold harmless Engineer from any and all damages, liabilities, cost and expenses, including reasonable attorney's fees arising out of or connected in any way with any breach by Owner or Client of this Agreement; any services performed by any Special Consultants or any of Client's other consultants; any acts or omissions of any person or entity performing any portion of the Work; any cause of action by any person or entity performing any portion of the Work based on Engineer's good-faith recommendation to reject or accept any portion of such Work; acceptance of any Work which Engineer has recommended in writing be rejected; the detection, presence, handling, removal, abatement or disposal of any Hazardous Materials, which may, at any time, be in, on, about, or adjacent to the Project site WHETHER SUCH LIABILITY RELATED TO THE HAZARDOUS MATERIALS ARISES UNDER BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE OR FRAUD, STRICT LIABILITY OR STATUTORY LIABILITY OR ANY OTHER CAUSE, EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ENGINEER. Because remodeling and/or rehabilitation of existing facilities requires the Engineer to make assumptions regarding existing conditions which may not be verifiable



# TERMS AND CONDITIONS

without the Client or Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the facilities, the Client and Owner agree, to indemnify and hold harmless the Engineer against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the Project, excepting only those damages, liabilities or cost attributable to the gross negligence and willful misconduct by the Engineer.

## IX. HAZARDOUS MATERIALS

It is understood and agreed that in seeking the Services of the Engineer under this Agreement, the Client is requesting the Engineer to perform the Services for the Client's benefit. Both parties agree that the Engineer has not been retained or compensated to provide any services related to the presence of any Hazardous Materials.

## X. TERMINATION

This Agreement may be terminated by either party for any reason by sending written notice to the other party. Such termination shall be effective seven (7) days after notice is received. Within seven (7) days of termination of the Agreement, Engineer will send a statement of account and final invoice to Client for Engineer's Services rendered. Client shall pay Engineer the amount set forth in the final invoice which will be equal to the sum of the following amounts which have not been paid prior to the date of the final invoice: (i) compensation for Basic Services performed for any part of the Project, plus (ii) additional compensation for Additional Services rendered, plus (iii) reimbursement for reimbursable expenses incurred by Engineer, plus (iv) Special Consultant fees incurred by Engineer, plus (v) any outstanding interest in accordance with Paragraph IV(B) hereof.

## XI. MISCELLANEOUS PROVISIONS

- A. Assignment of Rights – Neither Client nor Engineer shall assign or transfer all or any portion of its interest in this Agreement without the prior written consent of the other. Subject to the preceding sentence, this Agreement shall inure to the benefit of and shall be binding upon the successors, permitted assigns and legal representatives of each party. Subcontracting to Special Consultants normally contemplated by the Engineer shall not be considered an assignment for purposes of this Agreement.
- B. Entire Agreement – This Agreement represents the entire and integrated Agreement between Client and Engineer and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer. These Terms and Conditions shall prevail over any of Client's general terms and conditions regardless of whether or when Client has submitted its request for proposal, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms and Conditions. CLIENT WARRANTS AND ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY LEGAL DUTY, IF ONE EXISTS (CONTRACTUAL, STATUTORY, AT COMMON LAW, FIDUCIARY, ARISING OUT OF THE RELATIONSHIP AMONG AND BETWEEN THE PARTIES, OR OTHERWISE), ON THE PART OF ENGINEER TO DISCLOSE ANY INFORMATION IN CONNECTION WITH FACTS UNDERLYING THE TERMS OF THIS AGREEMENT OR THE EXECUTION OF THIS AGREEMENT; IT BEING EXPRESSLY UNDERSTOOD, ACKNOWLEDGED, AND AGREED BY THE CLIENT THAT IT SHALL NEVER ASSERT ANY FAILURE TO DISCLOSE INFORMATION ON THE PART OF ENGINEER AS A GROUND FOR CHALLENGING THIS AGREEMENT.
- C. No Arbitration Required - Notwithstanding any provisions set forth in the Agreement Letter, Contract Documents, or these Terms and Conditions, the parties will not be required to arbitrate disputes arising under the Agreement or in connection with any transactions or Services undertaken pursuant thereto.
- D. Waiver – No waiver by either party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- E. Betterment – If not due to the Engineer's negligence, a required item or component of the Project is omitted from the Contract documents, the Engineer shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Contract Documents. In no event will the Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- F. Interpretation – LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES FOR THIS AGREEMENT ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND SHALL APPLY TO ALL LEGAL THEORIES OR RECOVERY, INCLUDING BREACH OF CONTRACT OR WARRANTY, BREACH OF FIDUCIARY DUTY, TORT (INCLUDING NEGLIGENCE OR FRAUD), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION, PROVIDED THAT THESE LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES WILL NOT APPLY TO ANY LOSSES OR DAMAGES THAT MAY BE FOUND BY A TRIER OF FACT TO HAVE BEEN CAUSED BY THE ENGINEER'S GROSS NEGLIGENCE OR THE ENGINEER'S WILLFUL MISCONDUCT. The Parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant. The term "Parties", for purposes of this Paragraph only, means the Client and the Engineer, and their officers, directors, partners, employees, subcontractors, and Special Consultants.
- G. Force Majeure – Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, fires, riots, natural disasters, strikes, lockouts, or other labor disputes (whether or not relating to either party's workforce), accidents, governmental actions, war, invasions or hostilities (whether war is or not), terrorist threats or acts, or other civil unrest, national emergencies, revolutions, insurrections, epidemics, or restraints or delays affecting carriers, telecommunication breakdowns or power outages or any other events beyond the reasonable control of the other party, its employees or agents.
- H. Severability – In the event any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be valid and binding upon the parties.
- I. Relationship of the Parties – The relationship between the parties is that of independent contractors. Nothing contained in this Agreement



## TERMS AND CONDITIONS

shall be construed as creating any agency, partnership, fiduciary, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

J. Survival – Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties, including all limitations of liability, indemnifications, warranties, disclaimer of warranties, and representations, shall survive such completion or termination and remain in full force and effect until fulfilled.

K. Cost Estimates – Any opinion of the construction cost prepared by Engineer represents its best judgment as a design professional familiar with site, geotechnical and structural work and is supplied for the general guidance of Client. Since Engineer has no control over cost of labor and materials, over competitive bidding, or other market conditions, Engineer makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Engineer's opinion of probable construction cost. Further, the Owner and the Engineer agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the Contract Documents prepared by the Engineer and therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount as a contingency to be used, as required, to pay for any such increased costs and changes.

L. Instructions to Contractor – Engineer's instructions to the contractor(s) shall be issued in writing through the Client unless otherwise mutually agreed.

M. Titles – The Paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

N. Third-Party Beneficiaries – Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's Services under this Agreement are being performed solely for the Client's benefit, and no party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of Services hereunder. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, Special Consultants, other consultants of the Client vendors and other entities involved in this Project to carry out the intent of this provision.

O. Renegotiation – Lump sum and not-to-exceed Agreements will be subject to renegotiation at the Engineer's discretion if the duration of the Project is more than twenty-four (24) months.

P. Governing Law – The Agreement and all matters arising out of or relating to the Agreement are governed by, and are to be construed in accordance with, the laws of the State of Texas, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

Q. No Representation - THE CLIENT FURTHER WARRANTS AND ACKNOWLEDGES IT HAS BEEN GIVEN A REASONABLE PERIOD OF TIME TO CONSIDER THE AGREEMENT AND HAS THOROUGHLY REVIEWED EACH DOCUMENT AND HAS AGREED TO THE TERMS WITH THE ADVICE AND COUNSEL OF ITS ATTORNEY. CLIENT REPRESENTS AND WARRANTS THAT IN EXECUTING THE AGREEMENT IT DID NOT RELY AND HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT MADE BY ENGINEER OR ANY OF ITS AGENTS, REPRESENTATIVES, OR ATTORNEYS, WITH REGARD TO (1) THE SUBJECT MATTER OR EFFECT OF THE AGREEMENT, OR (2) ANY OTHER FACTS OR ISSUES WHICH MIGHT BE DEEMED MATERIAL TO ITS DECISION TO ENTER INTO THE AGREEMENT, OTHER THAN AS SPECIFICALLY STATED IN THE AGREEMENT.

**[End of Attachment "B"]**



# Make the Brazos County Road & Bridge Building Observation happen.



**GESSNER**  
ENGINEERING

Bryan, Texas  
Proposal Number: P21-0967-04

## Structural Observation

### PREPARED FOR:

Mr. Fred Paine, P.E.  
Brazos County Road & Bridge  
P.O. Box 914  
Bryan, Texas 77803  
979-822-2127  
fpaine@brazoscountytexas.gov

### GESSNER CONTACT:

Hannah Loring, P.E.  
hloring@gessnereng.com  
1-877-GESSNER

### SUBMITTED DATE:

7/13/2021

### VALID THROUGH:

10/13/2021

Gessner Engineering presents this Agreement to provide structural observation services for the above referenced project. We appreciate the opportunity to provide these services and look forward to being a part of your project team.

### PROJECT DESCRIPTION:

Gessner Engineering understands the project is comprised of a structural observation of the existing two-story framed area of the Brazos Valley Road and Bridge office structure in order to determine areas requiring remediation and/or repair, as well as provide recommendations for partial demolition of the rear portion of the second story to reclaim the full height structure for warehouse use.

By signing as the responsible party, you authorize Gessner Engineering to proceed and acknowledge your agreement to the services defined, as well as the attached terms and conditions. Upon signing, you also agree that you will be billed directly as the Client. If you are requesting this proposal on behalf of someone else, please have them add their contact and billing information and sign in the section below. **Please note that this agreement must be signed by the responsible party.**

### RESPONSIBLE PARTY

Brazos County

Name

200 S. Texas Ave.

Billing Address

Bryan, TX 77803

City, State, Zip

Phone

Email

Client (Signature)

Date

Printed Name and Title

Johanna R. Gessner

Gessner Engineering Representative (Signature)

Johanna Gessner, CEO

Printed Name, Title

[Signature] 8/3/21

Duane Peters, County Judge



# PROJECT SCOPE

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By nature, this visual observation attempts to collect data indicative of patterns of distress. In doing so, not every defect may be located or accounted for. This observation is limited to observable items as made accessible by the client. Gessner Engineering neither extends nor implies any warranty as a result of this observation or any repair performed on the structure. Excluded items may be included upon verbal authorization and will be billed at the hourly rate herein.

INCLUDED	EXCLUDED
<ul style="list-style-type: none"><li>✓ Review of available documents from the original construction or previous inspections, as applicable</li><li>✓ Visual site inspection(s) of defects and surrounding conditions</li><li>✓ Obtain available and accessible data as it pertains to the project scope</li><li>✓ Report data and conclusions describing the existing conditions, potential causes for noted deficiencies, and general recommendations for remediation, as required</li></ul>	<ul style="list-style-type: none"><li>× Inspections of non-structural components, or any areas not associated with the scope of this proposal</li><li>× Remediation designs (proposed as additional services, if requested)</li><li>× Demolition, to any degree, to expose existing structure</li><li>× Repair to damage that may occur during the observation</li><li>× Specialized testing not associated with the scope of this proposal</li><li>× Exterior site survey or location of utilities</li><li>× Cost estimation, procurement, or permitting services</li><li>× Furnishing of lifts, ladders, or fall protection equipment</li><li>× Alternate recommendations or revisions to the final report (provided as an additional service)</li></ul>



## FEE BREAKDOWN

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Listed below are the personnel (title and associated hourly rate) typically involved with structural engineering tasks and responsibilities. A full list of company personnel and hourly rates are attached at the end of this proposal.

Structural Engineering	<b>Hourly NTE \$3,000</b>
Principal	\$200/hour
Senior Engineer	\$160/hour
Professional Engineer	\$135/hour
Graduate Engineer	\$105/hour
Designer	\$80/hour

## BILLING & PAYMENT TERMS

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Invoicing will take place monthly or at completion/imminent completion of a phase/project. Monthly billing may include partial billing of a particular phase, as determined by review of the percent complete for that phase/project.

Should the scope of the project change, additional services will be charged based on the time required for revisions at the current hourly rates. Total fee amount will be invoiced and is for the complete services to be provided per the above fee. Gessner Engineering, LLC reserves the right to internally reallocate fee amounts to the various project phases, as necessary, based on the necessary time to complete the work.

Additional services may be provided on request or per the terms of this agreement and shall be billed at the current hourly rates in force (available upon request).



## 2020 PROFESSIONAL SERVICES RATE SCHEDULE

Rates include all normal charges for materials, equipment and labor within the scope of the proposed work. Additional fees will be specified.

### TRAVEL & SUBSISTENCE

Where reimbursable expenses apply, all travel and subsistence expenses are invoiced at actual cost plus 10 percent handling. Cost of mileage for any company owned vehicle is computed at a rate of \$0.75 per mile.

### SUBCONTRACTING

All subcontracted services are invoiced at actual cost plus ten percent for handling. These include but are not limited to reproduction, professional consultants, subcontracted services, rented or leased equipment and direct expendable supplies

### TERMS OF PAYMENT

Invoices are submitted monthly for all services rendered during the previous month or upon the date of completion. Payment of invoice is due upon receipt.

### PERSONNEL

EMPLOYEE TYPE	BILLING RATE (PER HOUR)
Clerical	\$60.00
CMT Project Manager	\$100.00
Construction Inspector	\$85.00
Designer	\$80.00
Draftsman	\$60.00
Drilling Manager	\$60.00
Graduate Engineer I	\$80.00
Graduate Engineer II	\$105.00
Principal	\$200.00
Professional Engineer	\$135.00
Registered Professional Land Surveyor	\$135.00
Senior CMT Project Manager	\$135.00
Senior Engineer	\$160.00
Senior Survey Technician	\$95.00
Surveyor in Training	\$105.00
Survey Field Crew	\$110.00
Survey Field Crew - Two Man	\$55.00
Survey Technician	\$80.00
Technician	\$52.00
Technician (Weekend/Holiday)	\$78.00
Senior Technician	\$60.00
Senior Technician (Weekend/Holiday)	\$90.00

Please contact our Proposals Department at [proposals@gessnerengineering.com](mailto:proposals@gessnerengineering.com) with any project inquiries.

