

Texas CLASS  
TX-01-0643-0003  
ARPA (35)

Account Balance

\$2,510,524.44

<b>NAV Date</b>	03/14/2024
<b>Share Balance</b>	2,510,524.440
<b>NAV Per Share</b>	\$1.00
<b>MTD Income</b>	\$4,159.41
<b>FYTD Income</b>	\$80,238.51
<b>Inception Date</b>	03/14/2023
<b>Latest Activity Date</b>	03/13/2024
<b>CLOSE</b>	



LEAVINS ENGINEERING & DESIGN, LLC  
3250 Eastex Freeway, Beaumont, TX 77703  
409.892.0421 | TBPE F-22267

April 27, 2023

EXHIBIT "A"

Tyler County, Texas  
Honorable Milton Powers  
Tyler County Judge  
203 West Dogwood Street, Suite 303  
Woodville, Texas 75979

Re: Proposal for Professional Engineering Services (REV1)  
Tyler County Rodeo Grounds Site Improvements

Dear Mr. Blacksher,

Leavins Engineering & Design, LLC (LEAD) is pleased to submit this proposal to provide engineering and construction services associated with the Tyler County Rodeo Grounds Site Improvements Project. The scope of this project includes the following:

1. Roof Repair and Renovation – Replace deteriorated roof and roof purlins
2. Roof Column Repair – Repair/replace damaged or rusted sections of columns.
3. Raise Perimeter Lower Roof – Replace columns and roof members as required to utilize area for vehicular POD access.
4. Remove and Replace Bleachers – Remove and replace deteriorated bleachers under roof.
5. Concrete Site Improvements – Installation of concrete pavement under roof, within POD vehicular area, pedestrian travel ways, and vehicular delivery points.
6. Replace Restrooms – Remove, relocate, and install new restroom facilities.
7. Sanitary Sewer Improvements – Construction of new lift station and force main to tie into existing City of Woodville sanitary sewer system.

Construction Improvements	\$1,884,978.15
Grant Administration (4%)	\$ 90,290.76
<u>Engineering Fee (14.96%)</u>	<u>\$ 282,000.00</u>
<b>Total</b>	<b>\$2,257,268.91</b>

LEAD propose the following professional engineering services and corresponding fees for this project.

**SCOPE OF SERVICES**

**A. Preliminary and Design Phase**

1. Attend Preliminary Conference with the County regarding the project.
2. Perform survey / data collection of the existing site and utilities.

3. Interview County regarding history and performance of structure, availability of construction drawing, geotechnical reports, previous testing and inspections, and previous repairs.
4. Develop Construction Plans, Contract Documents, and Technical Specifications.
5. Develop periodic construction estimates, as needed, to assist County in project budget analysis.
6. Meet with County Staff to review Construction Plans, Contract Documents, and Technical Specifications before construction bid advertisement.

**B. Bidding Phase**

1. Assist the County in the advertisements of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
3. Conduct a Pre-bid Conference between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.
4. Assist the County in the opening of bids for construction of the project. Tabulate and evaluate bids and prepare a recommendation letter for the County Judge and Commissioners.
5. Prepare final contract documents for execution by the Contractor and the County.

**C. Construction Phase**

1. Conduct a Pre-Construction Conference between the County, Engineer and Contractor.
2. Issue a Notice to Proceed to the Contractor, approved by the County.
3. Perform site visits to the project site to observe work with regard to general compliance with the construction plans and technical specifications. This will include daily site visits to review progress of contractor's work. The Resident Project Representative will be on-site during critical phases of work.
4. Review equipment, materials, schedules, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including Contractor pay request, change orders, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the County, Contractor, and Engineer. Prepare all closing documents to finalize the contract.
7. Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner (hard copies and electronic copies)

**BASIS OF COMPENSATION**

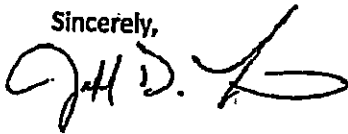
For the accomplishment of the above tasks, LEAD proposes the following fixed fee budget shown below.

Preliminary Design Phase.....	\$ 8,000
Surveying / Data Collection.....	\$ 22,000
Geotechnical Engineering.....	\$ 15,000
Engineering Design Phase.....	\$119,000
<i>a. Structural Engineering</i> .....	\$42,500
<i>b. Electrical Engineering</i> .....	\$25,000
<i>c. Civil Engineering Design</i>	
1. <i>Engineering Design</i> .....	\$35,000
2. <i>Contract Documents / Technical Specifications</i> .....	\$ 8,000
3. <i>Subconsultant Coordination/Meetings</i> .....	\$ 4,000
4. <i>County Review Meetings</i> .....	\$ 4,500
Bidding Phase.....	\$ 8,000
Construction Phase Engineering.....	\$ 45,000
Construction Inspection.....	\$ 65,000
<b>TOTAL</b>	<b>\$ 282,000</b>

We appreciate the opportunity to provide professional engineering services for the Tyler County. If you have any questions, please feel free to contact me at 409.673.6134 or [jleavins@leadllc.com](mailto:jleavins@leadllc.com).

Please sign and return the attached Work Authorization.

Sincerely,



Jeff D. Leavins, P.E.  
President



LEAVINS ENGINEERING & DESIGN, LLC  
PROFESSIONAL ENGINEERING FIRM # F-22257

March 1, 2024

EXHIBIT "A"

Tyler County, Texas  
Honorable Milton Powers  
Tyler County Judge  
203 West Dogwood Street, Suite 303  
Woodville, Texas 75979

Re: Proposal for Professional Engineering Services (Amendment No. 1)  
Tyler County Rodeo Grounds Site Improvements

Honorable Judge Powers,

Leavins Engineering & Design, LLC (LEAD) is pleased to submit this amendment to the original executed engineering agreement to provide engineering and construction services associated with the Tyler County Rodeo Grounds Site Improvements Project. The scope of this proposal amendment includes the following items to be added to the original project scope of engineering services:

**Additional Sanitary Sewer Improvements** – Construction improvements will be added to the scope of work to include sanitary sewer grinder stations at the existing Tyler County Airport, Softball Fields, and Baseball Fields. Additional sanitary sewer improvements will also include new sanitary sewer force mains tying the Tyler County Airport, Softball Fields, and Baseball Fields to the originally scoped sanitary sewer force main system.

**Additional Engineering Services**

Surveying / Data Collection.....	\$ 7,500
Engineering Design Phase.....	\$10,500
c. <i>Civil Engineering Design</i>	
1. <i>Engineering Design</i> .....	\$10,500
<b>TOTAL</b>	<b>\$18,000</b>

The following revised total Basis of Compensation includes the above reference Additional Engineering Services for the Tyler County Rodeo Ground Site Improvements.

**BASIS OF COMPENSATION (REVISED WITH CURRENT AMENDMENT)**

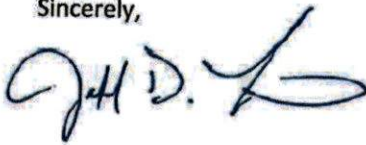
For the accomplishment of the above tasks, LEAD proposes the following fixed fee budget shown below.

Preliminary Design Phase.....	\$ 8,000
Surveying / Data Collection.....	\$ 29,500
Geotechnical Engineering.....	\$ 15,000
Engineering Design Phase.....	\$129,500
a. Structural Engineering.....	\$42,500
b. Electrical Engineering.....	\$25,000
c. Civil Engineering Design	
1. Engineering Design.....	\$45,500
2. Contract Documents / Technical Specifications.....	\$ 8,000
3. Subconsultant Coordination/Meetings.....	\$ 4,000
4. County Review Meetings.....	\$ 4,500
Bidding Phase.....	\$ 8,000
Construction Phase Engineering.....	\$ 45,000
Construction Inspection.....	\$ 65,000
<b>TOTAL (With Amendment)</b>	<b>\$ 300,000</b>

We appreciate the opportunity to provide professional engineering services for the Tyler County. If you have any questions, please feel free to contact me at 409.673.6134 or [jleavins@leadllc.com](mailto:jleavins@leadllc.com).

Please sign and return the attached Work Authorization.

Sincerely,



Jeff D. Leavins, P.E.  
President

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Honorable Milton Powers, Tyler County Judge

# LEAD

LEAVINS ENGINEERING & DESIGN, LLC  
3250 EASTEX FREEWAY, BEAUMONT, TEXAS 77703  
OFFICE: 409.892.0421 TEXAS FIRM REGISTRATION F-22257

## PROFESSIONAL SERVICES AGREEMENT (REV1)

This Agreement prepared on January 10, 2023 is by and between the Tyler County, Texas with address at 203 West Dogwood Street, Suite 303, Woodville, Texas 75979 ("Client") and Leavins Engineering & Design, LLC ("LEAD"), formerly Whiteley Oliver Engineering, LLC ("WOE"), who agree as follows:

Client engages LEAD to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)"). LEAD shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LEAD agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

**I. LEAD'S RESPONSIBILITIES:** LEAD shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

**II. CLIENT'S RESPONSIBILITIES:** Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. **INFORMATION/REPORTS:** Furnish LEAD with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. **REPRESENTATIVE / ACCESS:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LEAD safe access to any premises necessary for LEAD to provide the Services.

3. **DECISIONS:** Provide all criteria and full information as to requirements for the Project, obtain (with LEAD's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LEAD to perform the Services.

**III. COMPENSATION, BILLING, & PAYMENT:** Client shall pay LEAD for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

**IV. STANDARD TERMS AND CONDITIONS:** Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"  
TYLER COUNTY, TEXAS

By: 

Printed Name: Milton Powers

Title: County Judge

Effective Date: 5-8-2023

APPROVED FOR "LEAD"  
LEAVINS ENGINEERING & DESIGN, LLC.

By: 

Printed Name: Jeff D. Leavins

Title: President

**Attachments:**

A – Standard Terms and Conditions

B – Standard Rate Schedule

C – Work Authorization

**ATTACHMENT A**  
**STANDARD TERMS AND CONDITIONS**

- 1. STANDARD OF CARE.** Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to, and LEAD cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.
- 2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly. The compensation set forth in this Agreement shall be deemed to be full compensation for all work and materials furnished by LEAD whether specifically called for by the Agreement, plans, or specifications, or not, and no additional compensation shall be paid to LEAD unless a written extra work order is provided by Client in advance, stating that the work is extra work and designating the additional compensation to be paid for the extra work and additional time for completion (if applicable). Any request for extra work shall be submitted to Client prior to such work being performed, and allowing for sufficient time for such request to be timely reviewed by Client. Approval or disapproval of extra work shall be made by Client within five (5) calendar days from the date of submission by LEAD.
- 3. SAFETY.** LEAD has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LEAD specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LEAD employees.
- 4. DELAYS.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LEAD is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LEAD provides written explanation of the delay to Client. Except with regard to payment of any amounts due LEAD from any Services, neither party shall be liable to the other for any delays or failure to act, due to
- unforeseeable causes reasonably beyond the control of the party claiming such circumstances.
- 5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LEAD for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LEAD shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LEAD shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LEAD's Services. LEAD's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement shall survive such suspension or termination.
- 6. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by LEAD is supplied for the general guidance of the Client only. Since LEAD has no control over competitive bidding or market conditions, LEAD cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 7. RELATIONSHIP WITH CONTRACTORS / REVIEW.** LEAD shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LEAD specifically disclaims any authority to direct or supervise the means, methods, techniques, safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. In fulfilling its duties pursuant to the Agreement, Client permits LEAD to elect to subcontract to others certain tasks in its scope of Services.
- 8. INSURANCE.** LEAD will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in



accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. LEAD's coverages referenced above shall, in such case, be excess over any contractor's primary coverage.

**9. PROJECTS WITH MULTIPLE CLIENTS.** When LEAD undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LEAD's Services. If any Client fails to make timely payment to LEAD, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LEAD in writing to continue the Project and their joint and several obligations shall remain the same. LEAD, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

**10. SITE CONDITIONS.** Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LEAD and Client agree that the discovery of unanticipated Conditions constitutes a changed condition mandating a renegotiation of the scope of Services. LEAD will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

**11. INDEMNITY.** LEAD shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier, committed by LEAD, LEAD's agent, or another entity over which LEAD exercises control.

Client shall indemnify LEAD from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Client, Client's agent, or another entity over which Client exercises control."

**12. CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT.

**13. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic

media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LEAD for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to reuse of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LEAD shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LEAD from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

**14. CLIENT DATA.** Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LEAD may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LEAD is not required to audit, examine, or verify Client Data. However, LEAD will not ignore the implications of information furnished to LEAD and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LEAD makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LEAD relies on Client Data. LEAD, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

**15. ASSIGNMENT/BENEFICIARIES.** Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

**16. AMENDMENT, NO WAIVER, & SEVERABILITY.** This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and

severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**17. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS.** As required by Chapter 2270, Government Code, LEAD hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**18. DISPUTE RESOLUTION.** The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LEAD may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

**19. LITIGATION SUPPORT.** LEAD will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LEAD is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LEAD is not a party, Client will reimburse LEAD for its costs and compensate LEAD at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

**20. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state

courts located in Tyler County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

**21. FORCE MAJEURE.** Notwithstanding any other provisions of this Agreement, a party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, hurricane, tornado, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities. A force majeure event does not include an act of negligence or intentional wrongdoing by a party. Any party claiming a force majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the force majeure event. Each party shall use its best efforts to mitigate the effects of such force majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

**22. LIMITATION OF INDEMNITY.** Notwithstanding any provision to the contrary, Client, as a governmental entity does not indemnify LEAD for any intentional act of any employee, nor any tort of negligence not expressly waived by the Texas Tort Claims Act codified at §101.001, et seq. of the Texas Government Code and any other such statutory prohibitions.

**23. ENTIRE AGREEMENT.** This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

ATTACHMENT B



LEAVINS ENGINEERING & DESIGN, LLC

3250 EASTEX FREEWAY, BEAUMONT, TEXAS 77703

OFFICE: 409.892.0421

Texas Firm Registration F-22257 | www.leadllc.com | Louisiana Firm Registration EF-7086

2023 STANDARD RATE SCHEDULE

**ENGINEERING SERVICES:**

Principal - Registered Professional Engineer.....	\$225.00 per hour
Senior Project Engineer.....	\$205.00 per hour
Project Engineer.....	\$194.00 per hour
Engineer In Training (EIT)	
Level 2.....	\$147.00 per hour
Level 1.....	\$131.00 per hour
Graduate Engineer.....	\$116.00 per hour
Sr. Project Manager.....	\$152.00 per hour
Project Manager / Sr. Designer.....	\$131.00 per hour
Engineering Technician III (Designer).....	\$116.00 per hour
Engineering Technician II (Sr. AutoCAD Operator).....	\$99.00 per hour
Engineering Technician I (AutoCAD Operator).....	\$81.00 per hour
Resident Project Representative.....	\$121.00 per hour
Billing Clerk.....	\$72.00 per hour

**SPECIALITY SERVICES:**

Expert Testimony/Deposition - Registered Professional Engineer.....	\$275.00 per hour
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**GENERAL NOTES:**

- \* These rates include labor, material, supplies, transportation, insurance and payroll related taxes.
- \* Rates are adjusted as necessary at the beginning of each calendar year to reflect increases in cost of operation, inflation, etc.
- \* Invoices based on these rates, or any other contractual arrangements with Leavins Engineering & Design, LLC are NET 30 DAYS unless specific arrangements/agreements are made. If payment is not received within 30 days, project work will proceed at our discretion.

# LEAD

LEAVINS ENGINEERING & DESIGN, LLC

3250 EASTEX FREEWAY, BEAUMONT, TX 77703

409.892.0421 | TBPE F-22257

## WORK AUTHORIZATION

LEAD Job No. 22-3106

This Work Authorization (the "Authorization") is made pursuant to the terms and conditions of the attached Professional Services Agreement ("PSA") by and between Leavins Engineering & Design, LLC ("LEAD") and Tyler County, TX ("Client").

- A. Services. LEAD will perform the engineering services as outlined in Exhibit A attached hereto.
- B. Compensation. Client shall pay LEAD for Services as follows:  
\_\_\_\_ Hourly Rates with An Estimated Fee of \$0 (See Attachment B: Rate Schedule)  
\_\_\_\_ Percentage of Construction Cost  
 Lump Sum \$ 282,000 (14.96% of Estimated Construction Cost)
- C. Payment. Payment to LEAD for the services established under this Work Authorization shall be made in accordance with the PSA.
- D. Supplemental Terms and Conditions.  
N/A
- D. Severability. This Authorization supplements the PSA and does not waive the parties' responsibilities and obligations provided thereunder. Where the terms or conditions of this Authorization conflict with those of the PSA, this authorization shall control for the Services performed under this Authorization only. This Authorization's terms shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the PSA.

Each of the undersigned Parties has caused this Authorization to be duly executed:

APPROVED FOR "CLIENT"  
TYLER COUNTY, TEXAS

By: 

Printed Name: Milton Powers

Title: County Judge

Date: 5-8-2023

APPROVED FOR "LEAD"  
LEAVINS ENGINEERING & DESIGN, LLC

By: 

Printed Name: Jeff D. Leavins, P.E.

Title: President

Date: January 10<sup>th</sup>, 2023