



March 8, 2018

Mr. Nick Sainz
Dallas Makerspace
214-358-6590x230
nsainz@Dallas Makerspace.com

RE: PARTIAL CODE EVALUATION
Dallas Makerspace
1825 Monetary Lane
Carrollton, Texas

RFPE# P2018071

Mr. Sainz:

It is our understanding that **Dallas Makerspace** occupies a portion of the building at the above address. The area of the space is approximately 16,575 ft². The space includes areas where individual members can use equipment for various functions such as welding, machining, pottery, carpentry, etc. One of the small rooms within the area is used for making ammunition for pistols and rifles. Your office desires a partial code analysis report for the subject space, including analysis of the usage, means of egress, fire resistive separations, etc.

I. BASIC SERVICES

Reed Fire Protection Engineering (RFPE) and **Dallas Makerspace** (CLIENT) have agreed that RFPE will provide the following services to the client:

1. Review the drawings for the existing building and space within the building. Review will include architectural, structural, mechanical, electrical and civil drawings.
2. Visit the site in Carrollton, Texas to observe the layout of the space and gather data necessary to prepare the partial code analysis report.
3. Prepare a partial code analysis report of conditions observed within the building. The analysis may include:
 - a. Occupancy classification.

- b. Fire resistive separations
 - c. Means of egress
 - d. Automatic sprinkler system.
 - e. Fire alarm system.
 - f. Fire department access.
 - g. Presence of hazardous materials.
- 4. Meet with your office in Carrollton, Texas to present the report and discuss our findings.
- 5. Revise the report based on comments received at the meeting.
- 6. Attend one meeting with the City of Carrollton to present our findings and obtain preliminary approval.
- 7. Forward a final copy of the report to your office for distribution. The report will bear the seal of a registered fire protection engineer.

II. PROPOSAL ASSUMPTIONS

- 1. RFPE will provide electronic files to CLIENT in Microsoft Word format for any documents.
- 2. Preparation of budgetary cost projections and design drawings is excluded. Flow testing is excluded. Report does not include storage analysis including but not limited to, flammable/hazardous materials storage.
- 3. Services not listed in Basic Services above are specifically excluded from the scope of RFPE services. RFPE assumes no responsibility to perform services not listed in Basic Services above.
- 4. Client shall provide AutoCAD architectural, electrical, mechanical and structural background drawings, details, and documentation, for use by Reed Fire Protection Engineering.

III. CONFIDENTIALITY

Unless compelled by law, including duly issued subpoena or court order, required by government agency or authority, or requested by CLIENT to do so, RFPE agrees it will not convey to others any proprietary information, knowledge data or property concerning the business or affairs of CLIENT or its affiliates. RFPE will limit access by its employees to all information referred to above.

Any information, design concept, procedure or material provided by RFPE which RFPE identifies as confidential to CLIENT shall not be released by CLIENT or its employees to any other parties under any circumstances.

IV. INDEMNITY

CLIENT shall indemnify and hold RFPE harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) arising out of or resulting from unauthorized use of the documents.

To the fullest extent permitted by law, RFPE agrees to indemnify and hold CLIENT harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence caused by RFPE in the performance of services outlined in this agreement.

RFPE's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site, or in the same circumstances or conditions. RFPE makes no warranty, express or implied, with respect to the services outlined in this agreement.

V. PROFESSIONAL FEE

The fee for basic services will be a **lump sum of \$6,930.00, including reimbursable expenses.** The fee for basic services does not include additional services described in this proposal.

VI. REIMBURSABLE EXPENSES

Reimbursable expenses authorized by your office are included in basic services and are in addition to fees for additional services. The following are examples of additional reimbursable expenses:

- Express delivery and courier service
- Travel Expenses
- Reproduction Expenses

VII. ADDITIONAL SERVICES

If agreed to in writing by the client and RFPE, RFPE will provide additional services. Additional services are not included as part of the Scope of Basic Services and shall be paid for by the client in addition to payment for basic services. Payment shall be in accordance with the terms listed in Section VIII or

as agreed to in writing by the client and RFPE. Additional Services will be billed at the hourly rates listed below. These services could include additional meetings, additional site visits or changes to the scope of this project.

President	\$250.00 per hour
Fire Protection Engineer	\$150.00 per hour
Senior Designer	\$125.00 per hour
Designer	\$105.00 per hour
CAD Operator	\$ 90.00 per hour
Clerical	\$ 70.00 per hour

VIII. COMPENSATION AND PAYMENT

As full consideration for the performance of the Scope of Services described here, CLIENT shall pay RFPE the compensation provided above in accordance with applicable charges and conditions.

RFPE shall submit progress Invoices to CLIENT showing the services performed during the Invoice period and the charges incurred in the performance of said services. Invoices are to be submitted monthly, or at the end of the project, whichever occurs sooner to:

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CLIENT shall pay the full amount of the invoice within thirty (30) days of receipt of the invoice from RFPE. Full amount of invoice shall be paid in a maximum of sixty (60) days. If, however, CLIENT objects to all or any portion of the Invoice, CLIENT shall so notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the Invoice not in dispute within five (5) days of receipt of invoice from client. CLIENT and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

IX. INSURANCE

A. COVERAGE

During the term of this agreement, RFPE agrees to provide evidence of insurance coverage as shown on the attached Master Insurance Certificate.

RFPE agrees to maintain professional liability insurance for the period of design and construction of this project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this agreement, “reasonably available” and “commercially affordable” shall mean that more than half of the fire protection engineers practicing in Texas are able to obtain such coverage.

B. WAIVER OF SUBROGATION

RFPE and CLIENT waive all rights against each other and against the contractors, consultants and employees of the other to the extent that the damages sustained by either party are covered by insurance.

C. TERMS

1. INVOICES

Invoices will be issued monthly based on services performed during that month. Payment is due within thirty (30) days of receipt of invoice from RFPE. Payments not received within sixty (60) days of invoice date will be subject to a 2 % of total cost of job late charge.

If however, CLIENT objects to all or any portion of the Invoice, CLIENT shall so notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the invoice not in dispute within thirty (30) days of receipt of invoice to RFPE. CLIENT and RFPE shall make every effort to settle the disputed portion of the Invoice.

2. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits associated with this work, CLIENT agrees within the extent permitted by law, to limit the liability of RFPE and its representatives so that total aggregate liability does not exceed **\$25,000.00** or the total fee associated with this work, whichever is greater.

3. TERMINATION

In the event of termination of this agreement by either party, CLIENT shall within fifteen (15) calendar days of termination, pay RFPE for all services rendered and all reimbursable costs incurred up to the date of termination. Payment shall be in accordance with the PAYMENT section of this agreement.

CLIENT may terminate this agreement without cause by giving RFPE at least seven (7) calendar days written notice.

Either CLIENT or RFPE may terminate this agreement for cause by giving the other party at least seven (7) calendar days written notice. The agreement may be terminated for any of the following reasons:

- a. Failure by the other party to perform in accordance with the terms of this agreement. The failure to perform shall not be caused by actions of the terminating party.
- b. Transfer of the project or assignment of this agreement without prior written consent of the other party.
- c. Suspension of the project or RFPE's services by CLIENT for a period of more than ninety (90) calendar days, either consecutively or total during the length of this agreement.
- d. Changes in the conditions of this agreement as outlined. These can include changes to the scope of service, changes to the nature of the project, or failure of the parties to agree on the compensation or schedule adjustments necessitated by such changes.

Failure of CLIENT to make payment to RFPE in accordance with payment terms of this proposal shall constitute a material breach of this agreement and shall be cause for termination or suspension of services. When full payment is received by RFPE, RFPE shall resume services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

In the event of any termination that is not requested by RFPE, CLIENT shall pay RFPE for all expenses incurred by RFPE due to the termination of this agreement. These shall include, but not be limited to, demobilization, reassignment of personnel, associated overhead costs and expenses directly connected to the termination. These payments shall be in addition to payments for services rendered and reimbursable expenses.

4. SUSPENSION OF SERVICES

If services performed by RFPE are suspended by CLIENT for more than thirty (30) calendar days total during the term of this agreement, RFPE shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice to suspend services. In addition, upon resumption of services, CLIENT shall compensate RFPE for the expenses incurred for resumption of services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

Suspension by CLIENT of the services performed by Reed Fire Protection Engineering for more than ninety (90) days total during the term of this agreement shall allow RFPE to terminate this agreement by giving CLIENT at least five (5) days written notice. RFPE shall have no liability to CLIENT, and CLIENT agrees to make no claim for any delay or damage caused by any breach of this agreement resulting from actions of ING CLARION PARTNERS. Once the reason for the breach which caused services to be suspended is resolved, RFPE shall resume services if full payment for services performed before the suspension has been received. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

E. DISPUTE RESOLUTION

1. MEDIATION

Prior to the initiation of litigation, both parties agree to submit all claims, disputes or controversies resulting from the application, interpretation or enforcement of this agreement to non-binding mediation. Both parties shall agree on the mediator.

The party seeking mediation shall notify the other party in writing. This provision shall survive this agreement, but shall not extend beyond the time allowed for initiation of litigation.

2. LITIGATION

In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses resulting from the litigation. In the event of a settlement of the dispute between the parties by mediation, arbitration or other means, the term prevailing party shall be determined in the same manner as if the dispute resulted in litigation.

Litigation between the parties pertaining to acts or failures to act shall accrue. The applicable statute of limitations shall commence to run not later than the following:

- I. Date of substantial completion for acts or failures to act occurring prior to that date.
- II. Date of receipt of final payment by RFPE for acts or failures to act occurring after substantial completion.
- III. Date of substantial completion of RFPE services, if that date occurs prior to substantial completion of the project.

The earliest of the dates listed above shall take precedence.

Everything under this contract will be interpreted under the Laws for the State of Texas.

3. GENERAL

RFPE reserves the right to ask for references and perform credit checks on clients with which RFPE has not previously done business. These checks can include provision of references for both the company and its principal owners.

This proposal is valid for thirty (30) days from the date shown on the first page. To indicate acceptance of this proposal and authorize initiation of services, please sign and return a copy of this proposal.

SUBMITTED BY:



**REED FIRE PROTECTION
ENGINEERING**

ACCEPTED BY:

DALLAS MAKERSPACE