



CITY OF HOUSTON
HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

**POSSIBLE DUPLICATE COPY DO NOT DUPLICATE SHIPMENT
OR SERVICE**

PURCHASE ORDER

Vendor Address
Vendor Address Number 129518
AECC INC
11931 WICKCHESTER LANE STE 402
HOUSTON TX 77043
USA

Mail Invoice to
COH HOUSING & COMMUNITY DEV
FINANCIAL SERVICES SEC, ACCT PAY
P.O. Box 1562
HOUSTON TX 77251-1562

Information
Purchase Order Number/Date 4500325144-1 / 05/22/2020
CoH Vendor Number 129518
Page 1 of 1
Buyer's Name Clarence Moton 454
Buyer's Telephone Number 832-394-6212
Buyer's Fax Number
Buyer's E-mail Address clarence.moton@houstontx.gov

**CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER
TO BUYER'S E-MAIL ADDRESS**

Shipping Address HOUSING & COMMUNITY DEVELOPMENT
PROCUREMENT SERVICES
2100 TRAVIS, 9TH FLOOR
HOUSTON TX 77002
USA

Terms of payment : Pay net 30 w/o deduction Currency USD

Shipping Terms FOB(Free on board) /DESTINATION

Your person responsible: MARY SANDLIN

| Item | Quantity | UM | Material # / Description | Unit Cost | Extended Cost |
|-------------------|-------------|----|---|---------------|----------------------|
| 10 | 1.00 | AU | 96847 INSPECTION SVCS, CON Gale Winds - Plan Review/Cost Estimate Refer to the Agreement with AECC dated May 13, 2020 signed by Ryan Bibbs. | 2,650.00 / AU | 2,650.00 |
| | Gross Price | | 2,650.00 USD 1 AU | 1.000 | 2,650.00 |
| | | | Expected value of unplanned services: 2,650.00 | | |
| | | | Delivery Date: 05/21/2021 | | |
| 20 | 1.00 | AU | 96847 INSPECTION SVCS, CON Gale Winds - Monthly Inspections 10-12 Construction Reports. | 8,400.00 / AU | 8,400.00 |
| | Gross Price | | 8,400.00 USD 1 AU | 1.000 | 8,400.00 |
| | | | Expected value of unplanned services: 8,400.00 | | |
| | | | Delivery Date: 05/21/2021 | | |
| Total **** | | | | | USD 11,050.00 |

The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

I hereby certify a certificate of the necessity of this expenditure is on file in this department.

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.

Supervisor Turner Mayor
Jimmy Adams Chief Procurement Officer
Clarence Moton Controller



May 13, 2020 Revised

Mr. Ryan Bibbs
Multifamily Division Manager
City of Houston
Housing and Community
Development Department
2100 Travis Street
Houston, Texas 77002

RE: Gale Winds Apartments
5005 Irving Boulevard
Houston, Texas

Dear Ryan:

This letter will serve to confirm and formalize the agreement between City of Houston Housing and Community Development Department and AECC, INC. regarding the consulting services to be performed in connection with the above referenced project. We propose to provide the following services:

I. UNDERSTANDING AND ASSUMPTIONS

- A. Above referenced multifamily project entails the construction of 18 apartment units containing approximately 5,240 rentable square feet in three, 2-story buildings and a proposed “hard cost” budget of \$1,650,000.
- B. In order to provide the scope of services addressed in Sections II-A (Plan Review/Cost Analysis – Level I) and II-B (Construction Observations) in this agreement, we should be furnished for review and reference the documentation as indicated in attached Exhibit A. Any services not explicitly set forth in II-A or II-B are expressly excluded hereunder.
- C. Access to the project and building areas will be provided along with the names and telephone numbers of the Borrower and Construction contacts in order to provide the necessary documentation and to coordinate the site visits.
- D. Construction personnel, if needed, will be available to accompany us during our site visits and respond to questions, if any, concerning the Applications for Payment and observations made on site.
- E. Our Plan Review/Cost Analysis – Level I will be provided to City of Houston Housing and Community Development Department within fifteen (15) business days from receipt of the documents listed in Exhibit A.

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- F. Our monthly reports will be provided to City of Houston Housing and Community Development Department within 4 to 5 business days from receipt of the General Contractor's Application, subject to receipt of documentation necessary to substantiate the request for payment (i.e., executed change orders, invoices for stored materials, etc.).

II. SCOPE OF WORK

A. PLAN REVIEW/COST ANALYSIS – LEVEL I

Review and become familiar with the available plans and specifications requested in the document checklist. In general, this will consist of inventorying the documents furnished, a check for the applicable design professional's seals and signatures and, solely as the representative of City of Houston Housing and Community Development Department, addressing the following:

1. The report will provide a description of the proposed project, including the site layout, site improvements, and site amenities. We will also include a description of the proposed building components and finishes including structural and roofing systems, the exterior envelope and interior finishes. The report will also describe the mechanical, electrical, and plumbing systems, as well as the life safety systems and handicap accessibility.
2. We will review and provide comments on the Geotechnical Report, environmental studies, zoning approvals, the project schedule and utility availability letters furnished to us. We will examine any surveys provided and note any objectionable features.
3. We will review the "hard" costs of the project by performing a comparative cost analysis stating whether these anticipated costs are reasonably adequate to construct and complete the project in conformance with the plans and specifications furnished, and comment on the appropriateness of the Contingency allocation. A line item cost comparison of the construction budget will be included as part of the review.
4. We will review the Owner/Contractor Agreement and associated exhibits commenting on the contract type, retainage requirements, conflicts with the approved budget, and note any other objectionable features.
5. We will comment on any unusually good or unusually poor design features, quality and suitability of materials, as well as on how the design compares with similar type projects in terms of standard architectural and engineering practices. We will provide a list of outstanding construction documents that were requested, but not received, and a list of items that we feel requires further clarification.
6. We will advise City of Houston Housing and Community Development Department of any recommended changes to the plans and specifica-

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tions, and comment upon significant omissions and overall coordination among the trades.

B. CONSTRUCTION OBSERVATIONS

AECC, INC. shall visit the job site once a month or more frequently if agreed to in writing by City of Houston Housing and Community Development Department and AECC, INC. and perform the following in conjunction with each visit:

1. Endeavor to keep City of Houston Housing and Community Development Department informed as to the quality of workmanship and the overall progress of construction based on our monthly site visits and provide written comments on job progress.
2. Notify City of Houston Housing and Community Development Department immediately of any delays in the progress of construction and whether construction is proceeding in general conformance with the construction schedule.
3. Estimate the overall percentage of completion.
4. Review the requests for payment from General Contractor, determine if amounts therein stated have been earned, and make recommendations for payment or withholding monies, and evaluate if the balance to complete as shown on the Request for Payment represents, on a percentage of completion basis, the estimate of the cost to complete the project.
5. Review the retainage amount and percentage indicated on the request for payment and comment regarding compliance to Contract provisions.
6. Analyze stored materials and disclose the amount of any stored materials and whether or not stored materials have been included in any request for advance. Address if materials are adequately stored and protected on-site.
7. Monitor and report to City of Houston Housing and Community Development Department results of quality control tests furnished to ensure compliance with design criteria.
8. Review and evaluate all change orders furnished commenting on their cost and effect on the project.
9. Comment on the quality of work in place and whether construction is progressing in general accordance with the plans and specifications furnished.
10. Comment on receipt of Unconditional and Conditional Lien Waivers submitted by the Primary or General Contractor.

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11. Submit an electronic report (pdf) to City of Houston Housing and Community Development Department, including photographs, covering the above items.
12. Without limiting any of the other provisions hereof, Consultant shall be available as often as reasonably necessary to advise and discuss with City of Houston Housing and Community Development Department the progress of construction and the adequacy of construction funds.

III. LIMITATIONS

- A. AECC's scope of work does not include a check of the design professionals' computations, specifications, or design criteria nor is it intended that our firm assume design responsibility.
- B. We will not perform any destructive testing, disassembly or removal of building components, testing of in-place mechanical or electrical equipment or systems, asbestos, environmental or hazardous waste studies, evaluations or recommendations, energy evaluations, professional services typically rendered by others, i.e. Attorneys, Accountants, Design Architects and Engineers, or others engaged to provide services on this project.
- C. No warranties or guarantees, implied or expressed, are given on the buildings or their components, nor are we an insurer or guarantor on any aspect of this project, but our report reflects our reasonable judgment and observations at the time of our visits. AECC, INC. specifically disclaims any and all warranties, including, but not limited to the implied warranties of fitness for a particular purpose.
- D. It is agreed that our scope of services will begin at the commencement of construction, unless specifically directed otherwise by City of Houston Housing and Community Development Department. Additional charges to the monthly fee will be billed as additional services for reviewing previous equity draw amounts, previous testing, etc., if our services begin after construction commencement. Prior to our involvement (or during equity requirements), it is understood that AECC, INC. is unable to comment on quality or compliance to contract documents and industry standards, and is unable to verify, except in a general overview, the previous costs to date relative to progress and work performed. Further, our scope of services will automatically terminate upon final completion of the project.
- E. This work will be performed based on the understanding that these services are for the sole and exclusive benefit of City of Houston Housing and Community Development Department. AECC, INC. shall have no responsibility to any third party including, but not limited to, the Borrower, Contractor, Architect, Engineer or others retained by the Borrower or any of the aforementioned nor shall we have any liability for the acts or omission of any of them, their agents or employees. AECC, INC., will perform its scope of services in a manner consistent with that degree of skill and care ordinarily exercised by similar construction consultants performing similar services in the same locality, at the same site, at the same time, and under the same or similar circumstances and conditions. AECC, INC. will not be responsible for

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and will not have control or charge of construction means, measures, methods, techniques, scheduling, procedures, or safety precautions, OSHA regulations and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. AECC, INC. will not provide supervision, construction management, or interpret the drawings, but shall function as an independent observer and shall monitor progress and shall have no authority to reject any work. The services provided hereunder are subject to the terms and conditions attached as Exhibit B.

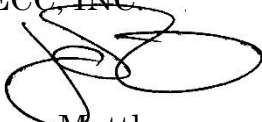
IV. COMPENSATION

Our fee for providing the services outlined in Section II-A (Plan Review/Cost Analysis – Level I) will be \$2,650. Our fee for providing the services outlined in Section II-B (Construction Observations) will be \$700 per monthly pay request plus mileage expenses. **All payments are due upon receipt of our invoice.** Costs associated with printing electronic documents sent to us for the draw requests/document review will be considered additional charges to the monthly fee. Avenue Gale Winds LLC agrees to guarantee payment for these services. Billings will be made as the work progresses. Services other than those contemplated herein, including additional conferences or additional visits to the project, will be billed at a rate of \$195 per hour plus expenses. Services, if approved by you, for outside Consultants, Specialists, Engineers, testing laboratories, etc., are not included.

If this proposal meets with your approval, please sign and return a complete copy, via e-mail. This proposal is good for thirty (30) days from this date and this agreement may be terminated by either party upon ten (10) days written notice. **Mr. Scott Sawyer, PE (scotts@aeccinc.com - 832-300-1972)** of our office will have overall responsibility for this project and if you have any questions, please do not hesitate to give me a call.

Sincerely,

AECC, INC



Jason Matthews
Executive Vice President

JM/

Attachments

cc: Mr. Michael Firenza / City of Houston HCDD
Mr. Paul Yindeemark / City of Houston HCDD

ACCEPTED BY: DocuSigned by:
Ryan Bibbs

City of Houston - HCDD
by Ryan Bibbs
Multifamily Division Manager

5/17/2020

DATE: _____

EXHIBIT A

MULTIFAMILY PROJECT DOCUMENT CHECKLIST FOR A PLAN REVIEW/COST ANALYSIS – LEVEL I

Please provide **HARD AND ELECTRONIC COPIES** of these documents.

1. One Complete and Sealed copy of the following plans marked “FOR CONSTRUCTION” (Minimum size 18” x 24”).
 - a. Civil Engineering Drawings including Surveys, Plats, Site Plan, Grading, Utilities, and all Site Improvements
 - b. Architectural Plans
 - c. Foundation/Structural Plans
 - d. Plumbing Plans
 - e. HVAC Plans
 - f. Electrical Plans
 - g. Landscape and Irrigation Plans
 - h. Retaining Wall, Pool, Entry Access System, Post Tension Shop Drawings (as available).
2. Bound Complete Project Specifications Manual.

These documents may be provided in hard copy or electronically. **ELECTRONIC COPIES** preferred.

3. List of Principal (Professional and Construction) Personnel indicating their Responsibility for Construction, Addresses and Phone Numbers (this may be on the design drawings).
4. Soils Investigation/Soils Engineer’s Report.
5. Certified Site Survey including Flood Hazard Designation.
6. Zoning information – Approvals, Variances, other Zoning Actions, or Letter from Local Authority.
7. Approved Permits including Demolition, Clearing, Storm Water Discharge, Foundation, Building, and Sprinkler, etc.
8. Developer Project Costs – Developer Budget/Schedule of Values including Hard Costs, Soft Costs, and Total Project Cost.
9. General Contractor Hard Costs – General Contractor’s Detailed Budget/Schedule of Values including Itemized Cost Breakdown of Total Contract Sum or Guaranteed Maximum Price with FEE and GENERAL CONDITIONS as Separate Line Items.
10. General Construction Contract/Agreement, with All Exhibits.
11. Anticipated Project Construction Schedule.
12. Architectural/Engineering Professional Agreements to determine if Contract Administration is part of contracted services.

13. Letters from Utility Authorities for Availability of Adequate Water, Gas, Storm and Sanitary Sewers, Electrical and Telephone Services.
- During Construction** 14. Copies of all Inspection Reports made by the Design Architect of Record, Structural Engineer of Record, etc.
- During Construction** 15. Copies of all Construction Testing Reports from the Testing Laboratory including Soils, Compaction Density, Concrete, Concrete Placement, Reinforcing Steel, and Bolting.
- During Construction** 16. Approval of overall structural compliance from the Structural Engineer of Record and approval of truss installation by the Truss Engineer (or truss manufacturer) or Structural Engineer.
17. Professional Site Environmental Assessment Report (along with Recommendations for Remedial Action, if any).
18. Seismic Study, if in applicable Zone.
19. Architect's and Civil Engineer's Certification in regard to ADA Legislation and Evidence of State/Local Submittal or Approval.
20. Architect's Certification in regard to Federal Fair Housing.
21. Architect's Supplemental Instructions and Addenda, if any.

EXHIBIT B – TERMS AND CONDITIONS

1. **No Agency.** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or any other relationship between the Parties. Neither Party shall be deemed either expressly or by implication to be the agent or partner of the other Party for any reason whatsoever. Neither Party shall have the right to represent or bind the other Party to any obligation, contract, performance, or course of dealing.
2. **Governing Law and Jurisdiction.** This Agreement shall be governed, interpreted and enforced by the law of the State of Texas, without making reference to its conflicts of laws provisions. Further, the Parties expressly consent to the sole and exclusive jurisdiction and venue in the United States District Court for the Northern District of Texas, Dallas Division, or the District Courts of Dallas County, Texas, and all applicable appellate courts. Accordingly, any action or proceeding brought by either Party which is based on, or derives from, this Agreement will be brought in such courts. **THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN DALLAS, TEXAS.**
3. **Assignments.** Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party (except to a legally recognized successor in interest to all or substantially all of the Party's assets) without the prior consent in writing from the other Party, which consent shall not be unreasonably withheld.
4. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement as a third-party beneficiary or otherwise.
5. **Mutual Drafting.** All Parties have cooperated in the drafting and preparation of this Agreement, and it will not be construed more favorably for or against any Party.
6. **Cooperation.** The Parties acknowledge and agree that successful completion of this Agreement shall require the full and mutual good faith cooperation of each of the Parties.
7. **Waiver and Modification.** No waiver, amendment, or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party, and no failure or delay in enforcing any right will be deemed a waiver.
8. **Severability.** If any section, portion, provision, paragraph, clause, sentence, language, or word of this Agreement is determined to be invalid, illegal, void, voidable or unenforceable for any reason whatsoever, this Agreement shall be read as if it did not contain such section, portion, provision, paragraph, clause, sentence, language or word, it is to that extent to be deemed omitted, and the balance of this Agreement shall remain enforceable.
9. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, including facsimiles and scanned electronic images, each of which shall be deemed an original, but all of which together shall constitute one single instrument between the Parties. Photocopy, scanned, digital, or facsimile signatures may be used and will have the same force and effect as originals. No Party may raise the use of a facsimile, scanner, or telecopier machine as a defense to the enforcement of this Agreement.
10. **Waiver of Subrogation.** To the extent damages are covered by insurance of Customer or the Parties, the Parties waive all rights against each other and against Customer for damages covered by such insurance.
11. **Limitation of Liability.** In recognition of the relative risks, rewards, and benefits of the Project to both the Client and AECC, Inc., the risks have been allocated such that the Client agrees that, in no event and to the fullest extent permitted by law, AECC, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, whether arising out of contract, tort, negligence, warranty, strict liability or any other legal or equitable theory, shall not exceed \$50,000.00 or the amount actually paid by Client to AECC, Inc. for AECC, Inc.'s Services, whichever is greater. AECC, Inc. shall not be responsible for the acts or omissions of the Client, Borrower, or their other consultants, contractors, subcontractors, design professionals, agents, or employees.
12. **Claims for Consequential Damages:** The Client and AECC, Inc. waive consequential damages, lost profits, lost savings, loss of goodwill, indirect, special, and/or incidental damages of any kind whatsoever for claims, disputes, causes of action or other matters in question arising out of or relating to this Agreement, regardless if AECC, Inc. or Client have been informed of the possibility of such damages. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination in accordance with the Suspension/Termination of AECC, Inc.'s Services noted below. For purposes of this Agreement, any damages owed by Client to any other entity are considered consequential damages.
13. **Attorney's Fees.** Each Party hereto shall be responsible for and shall pay for their own costs and attorney's fees. Notwithstanding the foregoing, if either Party brings any action or proceeding, subsequent to the execution of this Agreement, to interpret or enforce any provision hereof, the prevailing Party shall be entitled to reasonable fees and costs, including attorney's fees.
14. **Entire Agreement.** This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement cannot be changed in any respect except as agreed in a writing of subsequent date that is duly executed by authorized representatives of both Parties.