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June 4, 2026

Mike Wilson
Killeen Regional Airport (GRK)
8101 S Clear Creek Road
Killeen, TX 76549

Re: Master Services Agreement – Work Order No. 4 for Garver
GRK Terminal Rehabilitation Phase I – Construction Phase Services

Dear Mr. Wilson,

We appreciate the opportunity to submit this proposal to provide construction phase services for the GRK Terminal Rehabilitation Phase I project. The proposed improvements for this project are summarized in the attached scope of services. Work Order No. 4 has been developed and included as an attachment for your review and approval.

Please call me if you have any questions.

Sincerely,

GARVER

Jacob Green, P.E.
Project Manager

Attachments: Work Order No. 4 – GRK Terminal Rehabilitation Phase I - CPS

WORK ORDER NO. 4
City of Killeen, Texas
Project No. A06-2500973.1

This WORK ORDER ("Work Order") is made by and between the **City of Killeen, Texas** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on 12/15/2025 (the "Agreement").

Under this Work Order, Owner intends to make the following improvements for the GRK Terminal Rehabilitation Phase I project:

- Replacing Pre-Conditioned Air (PCA) Units on Gates 1 and 6 Jet Bridges
- Replacing Two (2) Elevators and Refurbishment of Two (2) Escalators

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

- 1.1. Garver shall provide the following Services (Appendix A):
- 1.1.1. Construction Administration Services
 - 1.1.2. Part-Time On-Site Resident Project Representative Services
 - 1.1.3. Project Closeout Services

2. PAYMENT

- 2.1. For the Services set forth above, Owner will pay Garver (Appendix B) as follows:
- 2.1.1. Lump Sum Fee for Construction Administration and Project Closeout Services in the amount \$339,000.
 - 2.1.2. Hourly + Expenses Fee for Part-Time Resident Project Representative Services not to exceed \$205,000.

3. APPENDICES

- 3.1. The following Appendices are attached to and made a part of this Work Order:
- 3.1.1. Appendix A - Scope of Services
 - 3.1.2. Appendix B – Fee Spreadsheet
 - 3.1.3. Appendix C – Conceptual Layouts

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signature Page to Follow

CITY OF KILLEEN, TEXAS

GARVER, LLC

By: _____
Signature

By: Mitchell McAnally
Signature

Name: _____
Printed Name

Name: Mitchell McAnally
Printed Name

Title: Interim City Manager

Title: Vice President

Date: _____

Date: June 4, 2026

Attest: _____

Attest: _____



Appendix A (SCOPE OF SERVICES)

Generally, the Scope of Services in Work Order No. 4 includes the following professional services for the improvements included in the GRK Terminal Rehabilitation Phase I construction project at Killeen Regional Airport.

- Construction Administration Services
- Part-Time Resident Project Representative Services
- Project Closeout Services

Improvements to the Terminal Building will consist primarily of the following items, as shown in Appendix C.

- Replacing Pre-Conditioned Air (PCA) Units on Gates 1 and 6 Jet Bridges
- Replacing Two (2) Elevators and Refurbishment of Two (2) Escalators

1. CONSTRUCTION ADMINISTRATION SERVICES

1.1. During the construction phase of work, Garver will accomplish the tasks further described below.

1.2. Submittals

1.2.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.3. Notice to Proceed & Preconstruction Meeting

1.3.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

1.4. Progress Meetings

1.4.1. As a minimum, a Garver representative will attend monthly progress meetings during the procurement period and bi-weekly progress meetings during the construction period with the Owner and Contractor. It is expected that 4 monthly meetings will be held via



teleconference during the procurement period and 21 bi-weekly meetings will be held via teleconference during the construction period. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project manager or their qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project manager shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

1.5. Owner Coordination

1.5.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

1.6. RFIs

1.6.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

1.7. Progress Payments

1.7.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

1.8. Payroll Reviews

1.8.1. Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

1.9. Record Drawings

1.9.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.



1.10. Change Orders

1.10.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

1.11. Final Inspection

1.11.1. Garver and their subconsultants will participate in a pre-final walkthrough with the Owner. Garver and their subconsultants will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and review the final pay request from the Contractor. Garver's subconsultants will also complete Commissioning services.

2. PART-TIME RESIDENT PROJECT REPRESENTATIVE SERVICES

2.1. Garver will provide part-time Resident Project Representative (RPR) services for the 306-calendar-day construction contract performance time. The proposed fee is based on approximately 20 hours per week during the construction contract performance time for the RPR. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

2.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA.
- As necessary, conduct safety meetings with the Contractor.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain reports which will contain information pertinent to each site visit.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.

2.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work,



as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3. PROJECT CLOSEOUT SERVICES

- 3.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 45 days of the final payment to the Contractor.

4. PROJECT DELIVERABLES

- 4.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
 - Reviewed submittals to the Contractor
 - Record Plans and Specifications to the Owner and FAA
 - Electronic files
 - Project Closeout Documents
 - Electronic files
 - Other electronic files as requested

5. ADDITIONAL SERVICES

- 5.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.
 - Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or . Changes conditions may include, but are not limited to major changes to pavement, building, or utility alignments
 - Deliverables beyond those listed herein
 - Pavement Design beyond that furnished in the Geotechnical Report
 - Design of any utility relocation
 - Engineering, architectural, or other professional services beyond those listed herein
 - Retaining walls or other significant structural design
 - Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TCEQ
 - Construction Materials Testing
 - Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
 - Permitting for environmentally sensitive areas
 - Drainage analysis for approval by TCEQ jurisdiction
 - Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR
 - Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support
 - Survey Services of any nature
 - Easement development services
 - Airfield Drainage Study services
 - Geotechnical services



- DBE Compliance Services
- Land Acquisition services
- Airport Planning services
- Update the airport's ALD and coordination through OE/AAA

6. **SCHEDULE**

- 6.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner. This proposal is based on an estimated construction duration of up to 306 Calendar Days from the Notice to Proceed to final completion along with up to 117 Calendar Days of procurement period (between contract execution and Notice to Proceed).

Appendix B

Killeen Regional Airport GRK Terminal Rehabilitation Phase I - CPS

FEE SUMMARY

Title II Service	Fee Type	Estimated Fees
Construction Administration	Lump Sum	\$ 295,000.00
Part-Time On-Site Resident Project Representative Services	Hourly + Expenses	\$ 205,000.00
Project Closeout Services	Lump Sum	\$ 44,000.00
Subtotal for Title II Service		\$ 544,000.00

Appendix B

Killeen Regional Airport GRK Terminal Rehabilitation Phase I - CPS

Construction Administration

WORK TASK DESCRIPTION	E-5	E-3	E-2
	hr	hr	hr
1. Project Management			
Project Administration	16	42	21
Prepare and Distribute Notice to Procure		2	
Prepare and Distribute Notice To Proceed		2	
Prepare for Preprocurement Meeting		4	4
Attend Preprocurement Meeting (2 people, on-site)		6	6
Prepare for Preconstruction Meeting		4	1
Attend Preconstruction Meeting (2 people, on-site)		6	6
Prepare and Distribute Preconstruction meeting minutes			2
Prepare Contractor Pay Application (12 applications)		4	12
Develop Submittal Log			3
Prepare Change Orders		4	4
Response to Contractor and RPR Inquiries		42	21
Procurement Progress Meetings (2 people, 4 meetings)		4	4
Prepare for and Attend (Virtual) Bi-Weekly Construction Progress Meetings (2 people, 21 meetings)		21	21
Site Visits (2 people, 2 Site Visits)		12	12
Shop Drawings/Submittal Review & Responses		12	24
Final Inspection and Punchlist		8	12
Punchlist Coordination		2	2
Final Walkthrough		6	6
Coordinate Spare Parts and O&M Manuals			2
Coordinate Record Drawings			2
Subtotal - Project Management	16	181	165
2. Mechanical Engineering			
Attend Preprocurement Meeting (virtual)		1	
Attend Preconstruction Meeting (virtual)		1	
Coordination with RPR/Project Manager		8	
Response to Contractor and RPR Inquiries	2	16	
Prepare for and Attend (Virtual) Progress Meetings (1 person, 4 meetings)		4	
Site Visits (1 person, 1 Site Visit)		12	
Shop Drawings/Submittal Review & Responses	2	12	
Final Inspection and Punchlist		12	
Punchlist Coordination		4	

Subtotal - Mechanical Engineering	4	70	0
3. Electrical Engineering			
Attend Preprocurement Meeting (virtual)		1	
Attend Preconstruction Meeting (virtual)		1	
Coordination with RPR/Project Manager		8	
Response to Contractor and RPR Inquiries	2	16	
Prepare for and Attend (Virtual) Progress Meetings (1 person, 4 meetings)		4	
Site Visits (1 person, 1 Site Visit)		12	
Shop Drawings/Submittal Review & Responses	2	12	
Final Inspection and Punchlist		12	
Punchlist Coordination		4	
Subtotal - Electrical Engineering	4	70	0

Hours	24	321	165
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SUBTOTAL - SALARIES:	\$122,235.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$415.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$50.00
Computer Modeling/Software Use	\$250.00
Travel Costs	\$2,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$2,765.00
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SUBTOTAL:	\$125,000.00
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SUBCONSULTANTS FEE WITH MARKUP (HENDERSON ENGINEERS, INC.)	\$170,000.00
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TOTAL FEE:	\$295,000.00
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Appendix B

Killeen Regional Airport GRK Terminal Rehabilitation Phase I - CPS

Part-Time On-Site Resident Project Representative Services

WORK TASK DESCRIPTION	E-5	E-3	E-2	C-2
	hr	hr	hr	hr
1. Civil Engineering				
Review IFC Plans and Specifications				8
Attend Preconstruction Meeting (1 person, on-site), Badging Training				8
Resident Project Representative Services (42 weeks @ 20 hr/Week)				840
Supplemental E-2 Coverage (42 weeks @ 4 hr/Week)			168	
Subtotal - Civil Engineering	0	0	168	856

Hours	0	0	168	856
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SUBTOTAL - SALARIES:	\$199,128.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$222.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$100.00
Travel Costs	\$5,500.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$5,872.00
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SUBTOTAL:	\$205,000.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$205,000.00
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Appendix B

Killeen Regional Airport GRK Terminal Rehabilitation Phase I - CPS

Project Closeout Services

WORK TASK DESCRIPTION	E-5	E-3	E-2
	hr	hr	hr
1. Project Management			
Coordinate with Airport for Project/Grant Closeout	2	2	2
Review and Submit Final Construction/Retainage Pay Application		1	1
Coordinate with Contractor for City/FAA Closeout Documentation		2	4
Assemble, Prepare, and Distribute Closeout Documents to Airport		4	16
Complete Construction Closeout Checklist		1	2
Provide Sponsor Certification for Construction Project Final Acceptance		1	2
Draft Final Construction Report and Submit to FAA, State, Owner			
Subtotal - Project Management	2	11	27
2. Mechanical Engineering			
Coordination on O&M Manuals		4	
Prepare Record Drawings and Closeout Documents - Mechanical		4	
Subtotal - Mechanical Engineering	0	8	0
3. Electrical Engineering			
Coordination on O&M Manuals		4	
Prepare Record Drawings and Closeout Documents - Electrical		4	
Subtotal - Electrical Engineering	0	8	0

Hours	2	27	27
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SUBTOTAL - SALARIES:	\$12,991.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$609.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$100.00
Travel Costs	\$200.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,009.00
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SUBTOTAL:	\$14,000.00
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SUBCONSULTANTS FEE WITH MARKUP (HENDERSON ENGINEERS, INC.):	\$30,000.00
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TOTAL FEE:	\$44,000.00
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AGREEMENT FOR CA AND PROJECT CLOSEOUT PROFESSIONAL SERVICES

Date: 06/03/2026

(Proposal is valid for 30 days)

Henderson Engineers, INC

GRK Airport VHT Modernization

Contact: Christopher Kongelka

Henderson Project Number: 2550002443

Project Description and Scope of Services

Henderson Engineers, Inc. (Henderson) will provide construction administration for Vertical Transportation (VT) and VHT related Mechanical, Electrical, Plumbing, Fire Suppression and Fire Alarm (MEPF). Henderson's specific scope of services is set forth in the following Scope of Services. This Scope of Services and Fee is based upon the understanding of the scope for modernizing 2 elevators and 1 pair of escalators based on IFP drawings produced by Henderson and signed 03/26/2026.

Provide the following services through project completion for Vertical and Horizontal Transportation (VHT) and MEPF portion of the project:

1. Provide Shop Drawing/Submittal Review for VHT and MEPF with maximum of 2 reviews in accordance with project documents for each specialty that Henderson.
2. Attend (1) one virtual Pre-Procurement meeting with (2) two VHT and (2) two MEPF Engineers virtually via Teams or other selected method.
3. Attend (1) one Pre-Construction meeting with (2) two VHT and (2) two MEPF Engineer virtually via Teams or other selected method.
4. Attend monthly Procurement Period progress meetings virtually via Teams or other selected method as outlined below.
5. Attend Construction Progress Meetings as outlined below.
6. Perform on-site equipment phase startup visits in for each phase to test 100% Construction set (Issue for Construction, IFC) to be provided after Contract Award is complete and verify PFC completion to prepare for final onsite punch and FPTs.
7. Perform final onsite punch site visit to verify that all VHT and MEPF systems are installed in a manner that is consistent with project documents.
8. In conjunction with the final onsite punch site visit, perform full VHT commissioning. Henderson will create PFC (Pre-Functional Checklist) documents for contractor's use to ensure that units are in full compliance prior to inspections and FPT (Functional Performance Testing) for use by Henderson personnel to verify that modernized units operate as designed and within manufacturer's guidelines and in accordance with National and Local codes. Testing for elevators occurs under normal and emergency power and requires full weights under both conditions as well as all related fire alarm and life safety systems. Henderson will provide a full commissioning report with performance testing tool reports to verify correct operation.
9. Utilize contractor red-line/as-built documents to provide record set of final documents and provide copy(ies) of Henderson official Submittal and RFI responses, Supplemental Instruction or other relevant documents for closeout and complete closeout phase.

This project involves the modernization of VHT equipment within an existing 2-story airport facility with a first and second level. This work is for VHT and VHT related MEPF Construction Administration (CA). This does not include any work for Public Address System, Fire Control Systems, Public Restroom Rehabilitation or Curbside sidewalks.

Services and Fee Detail

Fee Type	Fixed Fee
Site Survey and 30% Narrative Report (Completed in prior phase)	
60% Design Documents (Completed in prior phase)	
90% Design Documents (Completed in prior phase)	
IFB Documentation (Completed in prior phase)	
Bid Support (Completed in prior phase)	
Construction Administration	\$106,192.00
VHT Commissioning	\$ 20,000.00
Closeout Documentation Phase	\$ 27,500.00
Total Henderson Professional Services Fee	\$153,692.00
Estimated Reimbursable Expenses (Travel, shipping, and production costs)	\$21,212.00
Reimbursable Expenses Multiplier	1.00
Professional Services Start/End Date	(06/03/2026)/ (10/01/2027)

When accepted by Client this Proposal for Engineering Services and its attachments shall become a binding Agreement between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. Henderson is authorized to begin performance upon its receipt of a copy of this Agreement signed by Client. If Henderson proceeds at the direction of Client and Agreement is not signed, or altered within ten (10) business days, then it is agreed that terms of Agreement are accepted by Client.

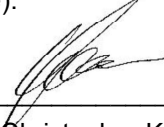
Accepted for Client:

By (signature): _

Print Name:

Title:

Date:

Accepted for Henderson Engineers, Inc.By (signature): _____
Print Name: Christopher Kongelka

Title: Director of Engineering - VHT

Date: 06/03/2026

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Disciplines included in Scope of Services (See following sections for specific tasks):

- ☒ Mechanical
- ☒ Electrical
- ☒ Plumbing
- ☒ Fire/Life Safety
- ☐ Fire Code Consulting
- ☐ Refrigeration
- ☐ Architectural lighting
- ☐ Audio-Video
- ☐ Broadcast
- ☐ Physical Security
- ☐ Telecom
- ☐ Acoustics
- ☐ Integrated Automation
- ☐ Energy Modeling
- ☒ VHT

Document Submittals:

- ☐ 30% Initial Site Survey and
- ☐ Construction Documents Review – 60%
- ☐ Construction Documents Review – 90%
- ☐ Construction Documents Review – 100%
- ☐ Issue for Permit
- ☐ Issue for Bid
- ☐ Issue for Construction
- ☐ Design based on prototype provided by client
- ☐ Submittal Reviews
- ☐ MEPF and VHT CA and Site Visit Reports.

Specifications Format:

- ☐ Specifications on drawings
- ☐ MasterFormat book specifications

BIM:

- ☐ Develop BIM Execution Plan
- ☐ Export Clash Detection Views
- ☐ Perform Clash Detection
- ☐ Host BIM Coordination Meetings

Compliance Documentation:

Refer to Energy Modeling section for services relating to performance path energy code compliance.

- ☐ ASHRAE 90.1 or IECC Energy Code compliance form completion for MEP systems (prescriptive path only).
- ☐ California Title 24 Part 6 (Energy Code) compliance form completion for MEP systems (prescriptive path only; excludes commissioning plan and report).
- ☐ California Title 24 Part 11 (CALGreen) completion.
- ☐ Mall or landlord forms
- ☐ Permit application forms
- ☐ Refrigeration energy code calculations

LEED™:

Refer to Energy Modeling section for services relating to building simulation for building certification programs.

- ☐ Design to the requirements of a LEED rating system without the intent to register or submit the project to the USGBC.
- ☐ Design with a goal to seek certification under the indicated rating system
 - ☐ LEEDv4 Building Design & Construction (BDC)
 - ☐ LEEDv4 Interior Design & Construction (IDC)
 - ☐ LEEDv4 for Operations & Maintenance (O&M)
 - ☐ LEEDv4 for Neighborhood Development
- ☐ Involvement in LEEDv4 Integrated Process Credit
- ☐ Involvement in the LEEDv4 Environmental Quality (EQ): Acoustic Performance Credit
- ☐ LEED checklist
- ☐ Owner's project requirements document
- ☐ LEED submittal documentation
- ☐ LEED project facilitation

WELL™ Building Standard:

Refer to Acoustics section for services relating to acoustics services relating to WELL rating system requirements.

- ☐ Design to the requirements of a WELL rating system without the intent to register or submit the project to the rating authority (excludes CFD analysis, commissioning, daylighting simulation).
- ☐ Design with a goal to seek certification under the indicated rating system (excludes CFD analysis, commissioning, daylighting simulation).
 - ☐ WELL v1 Buildings
 - ☐ WELL v1 Interiors
 - ☐ WELL v1 Core and Shell
 - ☐ WELL v1 Pilot Programs
 - ☐ WELL v2 Pilot
- ☐ WELL checklist evaluation
- ☐ WELL project facilitation

30% Conceptual Design Phase: Completed in prior phase

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Basis of design narratives
- ☐ As-found conditions analysis
- ☐ MEPF system deficiencies report
- ☐ Rule-of-thumb major VHT equipment size estimates
- ☐ Utility main size estimates
- ☐ Preliminary design narratives

60% Design Phase: Completed in a prior phase

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Preliminary modernization plan
- ☐ Construction document sheet index
- ☐ Major equipment sizing and location plan
- ☐ Preliminary machine room sizing
- ☐ Initial CSI specifications
- ☐ Plenum space allocation analysis
- ☐ Preliminary site plan showing utility connection points
- ☐ HVAC zoning plan
- ☐ Building controls system integration philosophy
- ☐ Define lighting level criteria
- ☐ Establish preliminary sanitary/storm invert elevation

90% Design Phase: Completed in a prior phase

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Demolition drawings
- ☐ Electrical single-line Diagrams (VHT related from existing facility single-line diagrams)
- ☐ Mechanical single-line Diagrams
- ☐ Low Voltage Riser
- ☐ HVAC load calculations
- ☐ Ventilation calculations
- ☐ Air balance calculations
- ☐ Incorporate smoke evacuation concept (concept provided by 3rd party code consultant). Excludes rational analysis.
- ☐ Equipment cut sheets
- ☐ Equipment plans
- ☐ Interior lighting design services

Refer to Energy Compliance Documentation section for associated scope.

Refer to Architectural Lighting section for associated scope.

Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.

- ☐ Normal lighting layout
- ☐ Emergency lighting layout
- ☐ Coordinate lighting layout with a separate specialty lighting designer
- ☐ Normal lighting selection/specification
- ☐ Emergency lighting selection/specification
- ☐ Coordinate lighting selection/specification with separate specialty lighting design
- ☐ Lighting controls
- ☐ Lighting circuiting
- ☐ Exterior façade lighting design services
 - Refer to Energy Compliance Documentation section for associated scope.*
 - Refer to Architectural Lighting section for detailed information on associated scope.*
 - Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.*
 - ☐ Normal lighting layout
 - ☐ Emergency lighting layout
 - ☐ Coordinate lighting layout with a separate specialty lighting designer
 - ☐ Normal lighting selection/specification
 - ☐ Emergency lighting selection/specification
 - ☐ Coordinate lighting selection/specification with separate specialty lighting design
 - ☐ Lighting controls
 - ☐ Lighting circuiting
- ☐ Exterior site lighting design services
 - Refer to Energy Compliance Documentation section for associated scope.*
 - Refer to Architectural Lighting section for detailed information on associated scope.*
 - Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.*
 - ☐ Normal lighting layout
 - ☐ Emergency lighting layout
 - ☐ Coordinate lighting layout with a separate specialty lighting designer
 - ☐ Normal lighting selection/specification
 - ☐ Emergency lighting selection/specification
 - ☐ Coordinate lighting selection/specification with separate specialty lighting design
 - ☐ Lighting controls

- ☐ Lighting circuiting
- ☐ Device layout (for a single typical room)
- ☐ Zone terminal unit layout
- ☐ Preliminary equipment and lighting schedules (VHT related)
- ☐ Two line duct/pipe mains in/out chases
- ☐ Typical floor section
- ☐ Details
- ☐ Specifications
- ☐ Initial control diagrams and sequence of operations
- ☐ Control system performance specification only
- ☐ Integrated Automation performance requirements
- ☐ Roof drain riser location and slope height requirement
- ☐ Dust Collection equipment plan
- ☐ Specialized exhaust equipment plan
- ☐ VHT design (This will not be signed/sealed by Henderson as practice for VHT is for the manufacturer of the equipment to provide sealed drawings)

100% Issue for Bid (IFB) Phase: Completed in prior phase

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Mechanical Equipment Plans
 - ☐ HVAC duct plans
 - ☐ Electrical power plans
 - ☐ VHT related lighting plans
 - ☐ Exterior facade lighting plans
 - ☐ Exterior site lighting plans
 - ☐ Sump pit and VHT related plumbing piping plans
 - ☐ VHT equipment plans and elevations
 - ☐ Final specifications
 - ☐ Final calculations
 - ☐ Final schedules
 - ☐ Final details
 - ☐ Final control diagrams and sequence of operations
 - ☐ Integrated Automation plans and specifications
 - ☐ Drawings for rough-in box and conduit for Voice/Data/POS Outlets.
 - ☐ Layout provided to Henderson by others.
 - ☐ Layout **not** provided to Henderson (see "Telecom" for detailed services)
 - ☐ Drawings for rough-in box and conduit for security and/or audio-visual devices.
 - ☐ Layout provided to Henderson by others.
 - ☐ Layout not provided to Henderson (see "Telecom" for detailed services)
 - ☐ Extension of utility services to area of work
 - ☐ Generator power design
- System Purpose**
- ☐ Healthcare EPSS (NEC Art. 517)
 - ☐ Emergency (NEC Art. 700)
 - ☐ Legally Required (NEC Art. 701)
 - ☐ Standby (NEC Art. 702)
- Installation Type**
- ☐ Permanently installed
 - ☐ Temporary/Portable installation
- ☐ Design for UPS / back-up power
 - ☐ Lightning protection NFPA 780 performance specification

- ☐ Dust Collection plans
- ☐ Specialized exhaust system plans

Coordination Services: Completed in prior phase

Consultants' deliverables must be provided to Henderson at least 5 working days prior to any Henderson deliverable issue date influenced by the consultant content. Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Coordinate lighting design provided by architect, owner, or 3rd party lighting consultant
- ☐ Coordinate with 3rd party IT, security, audio-video consultant
- ☐ Coordinate with food service consultant
- ☐ Coordinate with 3rd party commissioning agent
- ☐ Coordinate with 3rd party code consultant
- ☐ Coordinate with Door Hardware consultant
- ☐ Coordinate with 3rd party service/DAS provider(s)
- ☐ Coordinate with 3rd party medical equipment consultant
- ☐ VHT design (This will not be signed/sealed by Henderson as practice for VHT is for the manufacturer of the equipment to provide sealed drawings)

Bid/Negotiation Phase: Completed in prior phase

- ☐ Respond to Bidder Questions
- ☐ Bid Review and Analysis

Construction Administration Phase (CA) Services:

- ☒ Review shop drawings/submittals for all selected VHT contractor and VHT related mechanical, electrical, plumbing, fire suppression and fire alarm elements. Each submittal package is expected to have one submittal and includes 1 revision review for each submittal package. Additional submittal reviews beyond the 1st revision are subject to additional services.
- ☒ Attend bi-weekly virtual construction coordination meetings.
- ☒ Provide 2 VHT MEPF turn over punch site visits (one per unit as it is returned to service)
- ☒ Provide 1 VHT MEPF final punch list inspection site visit.
- ☒ Provide 1 review the submitted O&M manuals and Project Closeout Documentation submitted by the contractor(s)
- ☒ Coordinate with Contractor's permitting efforts to ensure they can respond effectively to any Authority Having Jurisdiction/AHJ comments if required.

Meetings and Travel Time

These numbers include the numbers for meetings and observations referenced elsewhere in the document.

- ☒ Attend (1) virtual construction kickoff meeting.
- ☒ Attend (4) Monthly Procurement Progress virtual meeting.
- ☒ Attend (21) Bi-weekly Construction Progress virtual meeting.
- ☒ Perform (2) course of construction VHT-MEPF with report.
- ☒ Perform (1) construction punch visit with report.

Additional Services

The services listed under Scope of Services which are not checked may be considered additional services. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be invoiced on a time and expense basis for any Additional Services authorized in writing by the Client and will be invoiced separately at the following standard hourly rates. Other additional services may include, but are not limited to:

- As-Built Drawing production on-site (Henderson will assist with Record Drawings)
- MEP Commissioning
- Design-Build Construction Services

- Additional punch list site observation visits.
- QEI Elevator Inspection Services
- Construction Management

Assumptions

Basis of Proposal

The Scope of Services above is based on the information provided to Henderson as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.

Plan documents

Plans are generally coordinated with other disciplines but minor clashes may still exist. It is the expectation of Henderson that an installation contractor will be retained to cross check final equipment and component dimensions once they have completed the submittal process. Specifications and/or details will include some accessories that are not shown on plans due to scale limitations. Plumbing plans cover components within 5'-0" outside of the building and do not include foundation drainage.

BIM Assumptions

Definition of BIM Model

Building Information Model (Model) is a digital representation of physical and functional characteristics of a facility. A Model is a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition.

Level of Development (LOD):

In general terms, systems covered by this scope of work are graphically represented within the Model as a specific system, object, or assembly with approximate quantities, size, shape, location, and orientation. Model content is limited to show the routing and installation intent of building systems and is generally coordinated with the architectural design and design of other consultants. Final coordination is the responsibility of the installation contractor.

Authorized Uses are Limited to the Following:

The Model is suitable for general clash detection with other consultants' elements and systems. If the Model is used to generate quantity take offs for cost estimating purposes, there is no guarantee of completeness or accuracy. When conflicts arise, the contract documents take precedence over the Model. The Model may be used to show ordered, time-scaled appearance of majority of detailed architectural and other consultants' elements and systems. The Model and its content may only be used as stated above and only for this Project. It may not be used for any other purpose without first obtaining Henderson's written permission.

Copyright and Distribution:

Henderson is not transferring its copyrights or other rights in the Model or the Model content. The Client will be given a license to use the Model for the Authorized Uses listed above. The recipient may not distribute the Model or the content of the Model, to any other person or entity, including contractors or other consultants on the Project, nor may it be shared with anyone within the Client's organization who does not have a need to access it for the listed uses on this project without the written consent of Henderson.

BIM Execution Plan (BEP)

As soon as is practicable, but in no event later than thirty (30) days after the execution of the Contract between the Owner and the Construction Manager, all Project Participants shall meet, confer and use their best efforts to agree upon the terms of or modifications to a BIM Execution Plan. In the event of a conflict between this contract and the BEP, this contract shall control unless all parties agree in writing to adopt the BEP.

Facility Management Integration Excluded

The Model will be used to represent the design intent for reference on this Project only. The Model is not intended to be used for data integrated into a Computerized Maintenance Management System (CMMS). It is not intended to be used for ongoing operations. This service use can be provided as an additional service.

Level of Assumed Reliability

Unless otherwise stated in the agreed BEP, the reliability of existing objects is assumed to be Level 0 as defined below.

- Level 0 – Object location is based on as-built information. Henderson is not responsible for accuracy of assumed object locations.
- Level 1 – Object location is based on Radar scanning, Lidar scanning, or Photogrammetry identified information. Henderson is entitled to rely on provided information with the assumption that scanned objects are within 6 inches of their indicated location. Properties of and data associated with scanned objects are not verified.
- Level 2 – Object location is based on Level 1 plus physical verification of object properties.

Expert Witness

Expert witness services and other services related to legal proceedings are explicitly excluded from this Agreement.

Hygrothermal Analysis

Hygrothermal Analysis services and other services related to vapor barriers are explicitly excluded from this Agreement.

Fee Details

All Compensation to be in US Dollars net of tax

Reimbursable Expenses

Client shall reimburse Henderson, at the multiplier listed in the Fee Detail, for reimbursable expenses necessarily incurred by Henderson in relation to the Project. Reimbursable expenses include, but are not limited to:

- a. Reproductions, plots, postage, handling, and delivery of Project related documents and electronic media requested by the Client or Owner
- b. Travel expenses including, but not limited to, airfare, lodging, meals, airport parking, and car rental
- c. Overnight delivery, handling, and postage charges
- d. Local delivery, handling, and postage charges
- e. Automobile mileage, required to meet Project meeting requirements and site visit requirements, calculated at the current published IRS standard mileage rate.

Local Tax

Sales, excise, and/or other local tax ("Local Taxes") will be applied when required by law. Any Local Taxes are in addition to, and are not included in, the stated fee. Any necessary Local Taxes will be billed to Client and are payable within thirty days of the invoice.

HOURLY RATE SCHEDULE - \$ per hour

Mechanical/Electrical/Plumbing Rates

Director and Executive	235-250
Practice / Technical Director	210
Project Manager	195-205
Senior Engineer/Designer	205
Lead Engineer/Designer	180
Engineer / Designer III	165
Engineer / Designer II	150
Engineer / Designer I	135
Site Observation Specialist	135
Bim Technician	110
Project Administration	105-110

Special Rates

Director and Executive	235-250
Construction Management	230
Pre-Construction Management	180
Project Development	175
Commissioning Manager / Agent	185
Commissioning Technician	150
Estimator	175
Project Administration	105-110

VHT Consultant Rates

Director of VHT Engineering	255
Technical Director – VHT	220
VHT Consultant III	175

Terms & Conditions

This Agreement is entered into by the Client and Henderson Engineers, Inc. (Henderson). For purposes of this document the term Henderson pertains to all employees, officers, directors, and all divisions of Henderson Engineers, Inc.

Performance of Services: Henderson shall perform the basic services as outlined above, and additional services as required or directed by the Client in consideration of the fee arrangements and payment terms described in this Agreement. Henderson shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Henderson shall perform its services as expeditiously as is consistent with the standard of care.

Verification of Existing Conditions: Because evaluation of the existing structure or site requires that certain assumptions be made regarding existing conditions the Client agrees to indemnify and hold Henderson harmless from and against any and all damage, liability and cost arising or allegedly arising out of any existing conditions which Henderson is unable to verify. Henderson shall not be required to sign any documents that would result in Henderson having to certify, guarantee or warrant the existence of conditions that Henderson cannot ascertain.

Changed Conditions: In light of occurrences or discoveries that were not originally contemplated by or known to Henderson, Henderson may at such time call for Agreement renegotiation. If terms cannot be agreed to through good faith negotiations, the parties agree that either party has the absolute right to terminate this Agreement.

Hazardous Materials: In the event Henderson or any other party learns of asbestos, toxic materials, or other hazardous materials ("Hazardous Materials") at the jobsite, Henderson may, at its option and without liability for any damages, suspend performance of services until the Client identifies, abates and/or removes the Hazardous Materials and warrants that the jobsite is in full compliance with applicable laws and regulations. Henderson is not responsible for any services related to Hazardous Materials or any claims resulting from the existence, discovery, or removal of Hazardous Materials or costs associated therewith.

Client Responsibilities: Client shall provide information in a timely manner regarding requirements for and limitations on the Project, detailed layouts showing the location of connections, tabulations and information on equipment designed, specified, or

furnished by others, a copy of the preliminary estimate or updated estimates of the cost of the work, bidding documents, bid tabulations, negotiated proposals and Agreement documents, including change orders and construction change directives, as well as any information requested by Henderson. Henderson shall be entitled to rely upon the accuracy and completeness of information provided by Client. Client represents that it has obtained all necessary rights, approvals, and consents necessary for Henderson to use, in the course of performing Services hereunder, any information provided by Client. Client shall provide safe access to all areas requiring observations at no cost to Henderson and without further consideration.

Notification of Defects: Client shall promptly report to Henderson any defects or suspected defects in Henderson's services of which Client becomes aware. Failure by Client, or its contractors or subcontractors, to promptly notify Henderson shall relieve Henderson of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

Opinions of Probable Costs: In providing opinions of probable cost, the Client understands that Henderson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of Henderson's qualifications and experience. Henderson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. Henderson shall be compensated as Additional Service, as provided for herein, for all time spent to review, redesign and to incorporate revisions due to probable costs.

Substitutions and Value Engineering: Substitutions and value engineering reviews shall be submitted in a timely manner so as to cause no delay. Henderson shall be compensated as an Additional Service for any modification to the Construction Documents required due to Owner approved substitutions or value engineering. If the Client accepts a change that is not recommended in writing by Henderson, the Client agrees to indemnify, defend, and hold Henderson harmless from any claim, damage, liability, or cost which arise in connection with, or as a result of, the incorporation of such changes accepted by the Client.

Ownership of Documents: All documents, including all documents on electronic media, prepared by Henderson under this Agreement are instruments of Henderson's professional service and shall remain the property of

Henderson and may be used by Client for purposes of constructing and maintaining this Project, but may not be modified or used by the Client for any other purpose without the written prior consent of Henderson. Any unauthorized use or modification of Henderson's instruments of services shall be at Client's sole risk and with no exposure to Henderson. Further, to the extent permitted by law, Client agrees to release, indemnify, and hold harmless Henderson and its subconsultants from all costs and expenses, including the cost of defense, related to damages, liabilities, claims and causes of action arising from the Client's reuse or modification of the Instruments of Service.

Interpretation of Documents and Reports: The Client shall confer with Henderson before issuing interpretations or clarifications, or allowing others to issue interpretations or clarifications, of reports or documents prepared by Henderson. Henderson is not responsible for interpretations of its documents by others.

Construction Phase Services: Henderson shall be responsible only for those Construction Phase services expressly required of Henderson in the Scope of Services section of this Agreement. With the exception of such expressly required services, Henderson shall have no other obligations during construction and Client assumes all responsibility for all other necessary Construction Phase professional services. Client waives all claims against Henderson that may be connected in any way to Construction Phase professional services except for those services that are expressly required of Henderson in the Scope of Services. If Henderson's scope of services includes site observation, Henderson shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in general accordance with the Agreement Documents. Henderson is not required to make detailed inspections or to provide exhaustive or continuous project review and observation services. Henderson does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or other entity furnishing materials or performing any work on the Project.

Jobsite Safety: The Client agrees that the contractor is solely responsible for jobsite safety and construction means and methods. Neither Henderson's services nor presence at the site shall relieve the contractor or any other entity of its obligations, duties and responsibilities necessary for performing or coordinating all portions of the work and any health/safety precautions required by regulatory agencies. Henderson and its personnel have no authority to exercise any control over any contractor

or other entity or its employees in connection with its work or any health/safety precautions.

Payment: Henderson shall submit invoices for services and reimbursable expenses in accordance with its standard practices, unless otherwise agreed. Client shall review such invoices and, if they are considered incorrect or untimely, Client shall so notify Henderson of its dispute within ten days of its receipt of the invoice. Client must pay all undisputed amounts to Henderson within 30 calendar days of the invoice date. No deductions may be made from Henderson's compensation without the consent of Henderson.

Interest & Collection Costs: If payment is not received by Henderson when due, the Client shall pay as interest an additional charge of one (1.0) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In the event legal action is necessary to enforce the payment provisions of this Agreement, Henderson shall be entitled to collect from the Client, to the fullest extent permitted by law, any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Henderson in connection therewith and the reasonable value of Henderson's time and expenses spent in connection with such collection action, computed at Henderson's prevailing fee schedule and expense policies.

Betterment: If, due to Henderson's error, any required item or component of the Project is omitted from the Construction Documents produced by Henderson, Henderson's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the Construction Documents. In no event will Henderson be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

Mutual Waiver: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Henderson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

Dispute Resolution: Any claims or disputes between the Client and Henderson arising out of this Agreement or the services to be provided hereunder, except for claims related to Client's non-payment of compensation due, shall, as a condition precedent to litigation, be submitted to non-binding mediation in the Kansas City area. The costs of the mediator shall be shared equally between the parties. If a dispute is not resolved after mediation either party may submit such dispute to litigation. Venue for litigation shall be Johnson County, Kansas. If Client is in default of the payment terms of this Agreement, Henderson may begin collections actions, including litigation, at its discretion without attempting mediation. Client and Henderson shall commence all claims and causes of action, whether in Agreement, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of substantial completion of the work. Client and Henderson waive all claims and causes of action not commenced in accordance with this Section.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and Henderson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Henderson and its subconsultants to the Client for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claims expenses arising out of this Agreement, or the services to be provided hereunder, from any cause or causes, so that the total aggregate liability of Henderson and its subconsultants to the Client shall not exceed Henderson's total fee for services rendered on this Project or \$10,000, whichever is greater. Such claims and causes include, but are not limited to Henderson's, errors, omissions, strict liability, indemnity, breach of Agreement or breach of warranty.

Waiver of Subrogation: Client and Henderson waive against each other and Owner (if different than Client), Henderson's subconsultants, Client's separate contractors and consultants, agents, and employees of each and all of them, all damages covered by insurance provided herein, except such rights as they may have to the proceeds of such insurance. Client and Henderson shall, where appropriate, require similar waivers of subrogation from subconsultants and subcontractors and shall require each of them to include similar waivers in their contracts.

Suspension: If Client fails to make payments when due under this Agreement, Henderson may elect to suspend performance of services upon five (5) calendar days'

notice to Client. Henderson shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If the Project is suspended, delayed, or abandoned for more than 90 days, Henderson may renegotiate or terminate this Agreement.

Termination: This Agreement may be terminated at any time by either party upon seven (7) days' written notice should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Henderson for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination.

Construction Before Design Completion: If construction work begins before Henderson's design is complete, the Client agrees to waive all claims against Henderson for design changes and modifications of portions of the work already constructed due to the Client's decision to employ this process. The Client further agrees to compensate Henderson as an additional service where Henderson is required to modify, correct or adjust the Construction Documents and coordinate them because of the Client's decision to construct the Project this manner. If Client elects to solicit bids based on incomplete or schematic drawings Henderson is not responsible for change orders or increased costs that arise from the addition of details in the design process or other changes to the design prior to completion.

Delays: Henderson shall not be responsible for delays which are due to causes beyond its reasonable control, including, but not limited to: (a) acts of God; (b) epidemics, pandemics, and quarantines, (c) flood, fire, earthquake or explosion; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) law; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) delays caused by Client or its contractors, consultants, or other parties not under the control of Henderson. In the case of any such delay, the time of completion shall be extended accordingly. If Henderson's services are delayed or extended more than three (3) months beyond the date listed in this Agreement for reasons other than the negligence of Henderson, Henderson reserves the right to modify the fee.

Residential Units: If Henderson's services include design of residential units, such services and construction documents are intended solely for the design and construction of residential rental units under the ownership and control of a single, integrated owner.

In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, Henderson shall have no responsibility, and shall be released from all obligations and liabilities for the project, and each and every right, license and/or ownership interest of the Client in the construction documents shall be void. The Client shall be expressly prohibited from making any further use of the construction documents for any purpose, including, but not limited to, the conversion of the project to another purpose. If the Project is converted to condominiums at any time, the Client agrees, to the fullest extent permitted by law, to waive any claims against Henderson, defend Henderson against any claim from a future owner, and indemnify Henderson for any cost, loss, or damage to Henderson resulting from any claim brought by any party against Henderson related to any change in use of the project. Client agrees that this provision and obligations hereunder shall survive the termination of this Agreement.

LEED: If one of the goals of the Project is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) or other green building-rating system, Client understands that the Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED-certification process and procedures as determined by the USGBC, which are outside of the control of Henderson. Further, LEED certification will require input and effort from the Client and other parties associated with the Project that are not parties to this Agreement. Henderson will make reasonable efforts to pursue LEED certification for the Project, subject to scope of services, terms and provisions of this Agreement. Henderson cannot, however, guarantee LEED certification or the actual performance of the building based on Henderson's design drawings, specifications, or resource use or consumption modeling for This Portion of the Project, nor can it guarantee certain performance levels anticipated through the LEED-certification process.

Energy Modeling: If Henderson is to provide energy modeling under this Agreement, the Client understands that any estimate of cost or energy savings represents Henderson's professional opinion. Energy savings and costs may be affected by factors outside of Henderson's control and Henderson does not guarantee or represent that the actual cost or energy consumption will not vary from any such estimates.

Peer Review: If Henderson's scope of services includes review of designs completed by others, Client agrees that Henderson is not responsible for designs completed by others, nor is Henderson responsible for reviewing any design or other component outside of its specific

scope of services. Henderson's peer review scope of services does not include reviewing or evaluating existing conditions or signing and sealing any documents. Henderson's peer review of the design of others does not relieve the original designer of liability for its design. The original designer remains responsible for all documents and for the final design and construction documents. Client agrees to indemnify and hold Henderson harmless from and against any and all claim, damages, liability and cost arising or allegedly arising out the design or any services which are not included in Henderson's scope of services.

Prototype Designs: If prototype design is selected in the Scope of Services and the Client intends to reuse the construction documents produced by Henderson under this Agreement on other sites and on other projects, then the Client acknowledges that the design may need to be modified or adapted for each project site. If Henderson is not retained to provide services in connection with any of these reuses, the Client agrees to waive all claims against Henderson that might be contributed to or caused by Henderson's exclusion from the reuses, and any claims which may, with reasonable certainty, have been avoided or lessened by Henderson's participation in any future project involving the reuse of the construction documents. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Henderson harmless from all damage, liability, or cost (including reasonable attorneys' fees and cost of defense) arising from any reuse of the construction documents on any other project or site without the involvement of Henderson in the construction phase services normally associated with such a project

Governing Law: This Agreement shall be governed by the laws of the State of Kansas.

Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Third Party Beneficiaries: Nothing 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 Henderson.

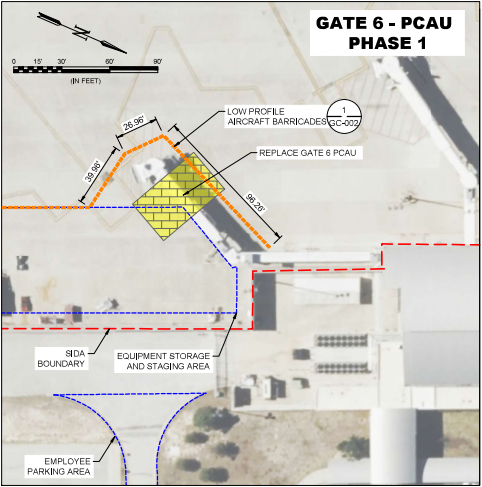
Assignment: Henderson and Client bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither party may assign this Agreement without the written consent of the other.

Survival: Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions

shall continue to be valid and binding upon Client and Henderson, which agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Any dispute resolution provisions, limitations of liability, and indemnities shall survive termination of this Agreement.

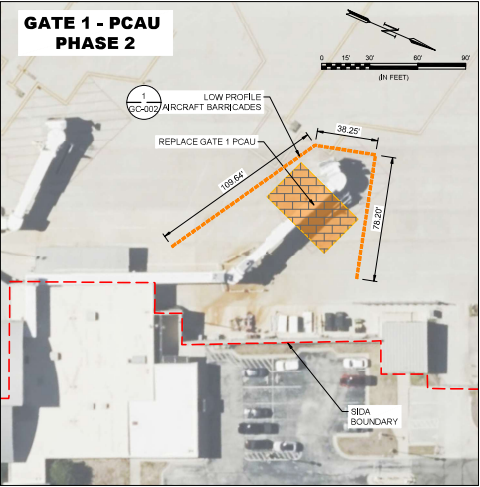
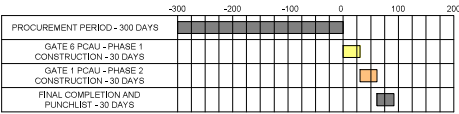
Infection Control: If infection control services are included in this Agreement, Client understands that infection control services are recommendations to mechanical systems to improve infection control based on current knowledge and strategies. Henderson does not guarantee or represent that the services will prevent infection.

APPENDIX C - CONCEPTUAL LAYOUT



NOTE: LIGHTED BARRICADES SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY.

CONTRACT TIME (CALENDAR DAYS)

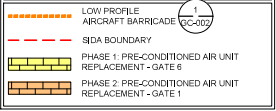


NOTE: LIGHTED BARRICADES SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY.

SEQUENCE OF CONSTRUCTION

BASE BID
REMOVE AND REPLACE PRE-CONDITIONED AIR UNIT (GATE 6). REMOVE AND REPLACE PRE-CONDITIONED AIR UNIT (GATE 1).

LEGEND



Garver

JACOB C. GREEN
142326
DIGITALLY SIGNED BY JACOB C. GREEN
Garver

REV.	DATE	DESCRIPTION

Garver

KILLEEN REGIONAL AIRPORT
KILLEEN, TX

TERMINAL REHABILITATION - PHASE 1

CONSTRUCTION SAFETY & PHASING PLAN

JOB NO.: A05-2550973
DATE: MARCH 2025
DESIGNED BY: JCG
DRAWN BY: JCG

DRAWING NUMBER
GC-101

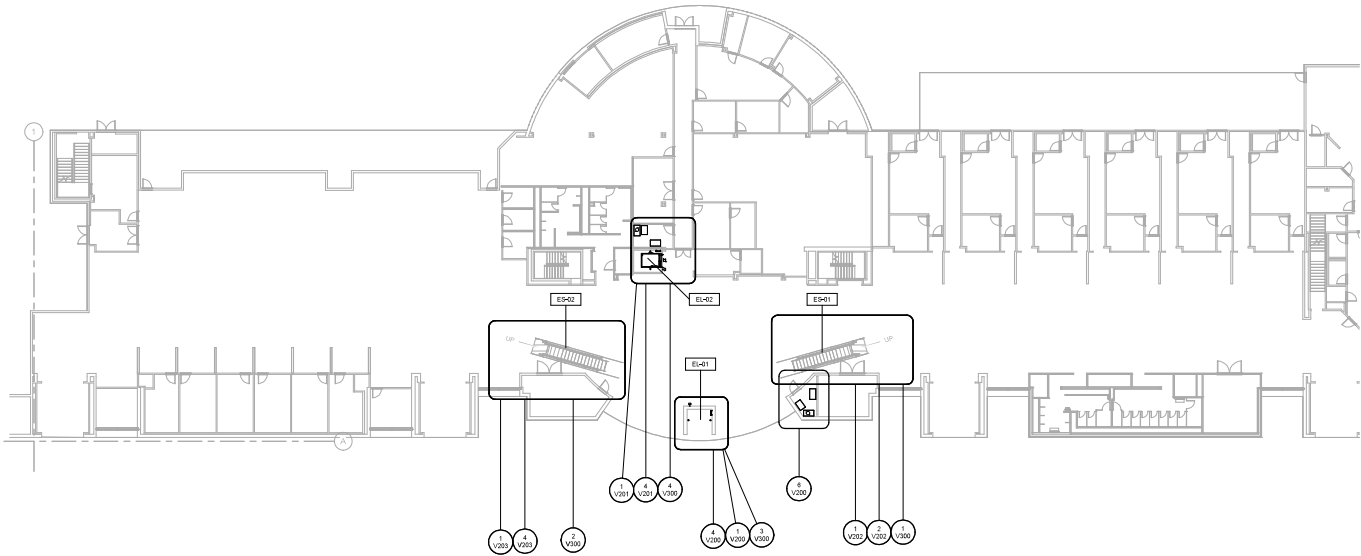
SHEET NUMBER
7

APPENDIX C - CONCEPTUAL LAYOUT

ESCALATOR REFURBISHMENT SCHEDULE												
ESCALATOR	WORKSHEET	DESIGN DATA	FULL LOAD CURRENT (AMP)	STARTING CURRENT (AMP)	WHEELS (REPAIRS) - 100%	FLYWHEEL	FLOORS SERVED	STEP WIDTH (IN)	STEP SPACING (IN)	INSTALLMENT TYPE	INSTALLMENT HEIGHT	ZONE
ES-01	01	100	100	100	100	100	100	100	100	100	100	100
ES-02	02	100	100	100	100	100	100	100	100	100	100	100

VHT PROJECT SCHEDULE:	
PROCUREMENT	117 CALENDAR DAYS
EL-01 REPLACEMENT	56 CALENDAR DAYS
EL-02 REPLACEMENT	56 CALENDAR DAYS
ES-01 REFURBISHMENT	82 CALENDAR DAYS
ES-02 REFURBISHMENT	82 CALENDAR DAYS
FINAL COMPLETION	30 CALENDAR DAYS FROM SUBSTANTIAL COMPLETION CERTIFICATE FROM AIRPORT

ELEVATOR REPLACEMENT SCHEDULE																		
TAG	TYPE	REPLACE	OPERATION	CAPACITY (PPH)	VOLTAGE	HEIGHT (FEET)	WHEELS (REPAIRS)	FLYWHEEL	FLOORS SERVED	STEP WIDTH (IN)	STEP SPACING (IN)	INSTALLMENT TYPE	INSTALLMENT HEIGHT	ZONE	WHEELS (REPAIRS)	FLYWHEEL	FLOORS SERVED	STEP WIDTH (IN)
ES-01	REPLACEMENT	REPLACEMENT	REPLACEMENT	100	100V	100	100	100	100	100	100	100	100	100	100	100	100	100
ES-02	REPLACEMENT	REPLACEMENT	REPLACEMENT	100	100V	100	100	100	100	100	100	100	100	100	100	100	100	100



1 VHT OVERALL PLAN - GROUND LEVEL
1/16" = 1'-0"

SCOTT C. SABA
3/29/2026

3/29/2026

3/29/2026

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