

CONSULTING ENGINEERS CONTRACT

WHEREAS, this contract shall be administered on behalf of the **City** by its **City Engineer** or his duly authorized representative. The **Engineer** shall fully comply with any and all instructions from said **City Engineer**.

AGREEMENT

NOW, THEREFORE, the **City** and the **Engineer**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

The **City** agrees to retain the **Engineer**, and the **Engineer** agrees to provide Services in connection with the Project as defined herein, and for having rendered such Services the **City** agrees to pay to the **Engineer** fee for these Services as mutually agreed. All Services under this Contract shall be performed under the direct supervision of the **City Engineer**.

1. Scope of Services.

- A. Basic Services Parts: The work tasks and activities to be performed and deliverable to be provided by the **Engineer** shall be in accordance with Attachment A, Scope of Services, including modifications to the Basic Services as mutually agreed to by the **City** and the **Engineer** in accordance with the provisions of this Contract.
- B. Additional Services Not Included In Basic Services: When mutually agreed to in writing by the **City** and the **Engineer**, the Additional Services shall be provided by the **Engineer**. These Additional Services are not included as a part of Basic Services and shall be paid for by the **City** in addition to payment for Basic Services. Should it be determined that one or more of the requirements of this Contract conflict with the requirements of the Scope of Services, including modifications to the Scope of Services or any attachments to this contract; the requirement of the Contract shall govern.

2. **Progress Schedule.** Within ten (10) days after receiving Notice to Proceed (NTP) the **Engineer** shall submit to the **City** a Schedule of Services consisting of a listing of the major Project tasks, the estimated consultant hours required to perform the tasks, the percentage of the Contract budget estimated to be allocated to each task and a bar chart schedule showing task beginning and completion dates. Significant milestones for the Project shall be identified. At a minimum, milestones shall be provided for the three design submittals described in Attachment A, Scope of Services: Conceptual Design Submittal, Preliminary Design Submittal, and Final Plans, Specifications, and Estimate (PS&E) Submittal. Based on Schedule of Services, the **City** shall compile Attachment D, Project Schedule which shall become a part of this Contract upon approval of the **Engineer** and the **City**. The **Engineer** shall provide to the **City** information to report and monitor the design tasks within the Project Schedule by completing a "Design Progress Report" on a form provided by the **City**. The **Engineer** shall complete and provide to the **City** said report at two week intervals.

3. Compensation.

- A. Basic Services Fee: The **Engineer** shall be paid a fee for Basic Services under this Contract pursuant to the Fee Schedule described in Attachment A, Scope of Services. Basic Services Part I Fee shall not exceed the lump sum of Six Hundred Thousand dollars (\$600,000.00) provided, however, that modifications to the Basic Services, or other conditions defined herein may necessitate a change of Fee which shall be reduced to writing and approved by the City or its designee.
 - B. Basic Services Part II Fee (Additional Services): The **Engineer** should be paid a fee under this Contract for Basic Services Part II pursuant to the Fee Schedule described in Attachment A, Scope of Services. Basic Services Part II Fee shall not exceed the lump sum of One Hundred Twenty Six Thousand dollars (\$126,000.00) provided, however, that modifications to the Basic Services Part II, or other conditions defined herein may necessitate a change of Basic Fee which shall be reduced to writing and approved by the City or its designee.
 - C. Total Maximum Fee: Total Maximum Fee for this Contract shall be a lump sum of Seven Hundred Twenty-Six Thousand dollars (\$726,000.00): The lump sum Basic Services Part I Fee plus the lump sum Basic Services Part II Fee.
 - D. Invoices: The **Engineer** shall submit invoices at not less than thirty (30) calendar days for Basic Services Part I and/or Basic Services Part II on or before the twenty fifth (25th) calendar day of the month, or the preceding business day if the twenty fifth occurs on a weekend and/or observed holiday. Payment shall be based on the invoices submitted to the **City**, provided that Services completed as indicated in the Design Progress Reports approved by the **City** equals or exceeds the increment percentage requested on the **Engineer's** invoices. **Engineer's** invoices to **City** shall provide complete information and documentation to substantiate **Engineer's** charges and shall be in a form to be specified by the **City Engineer**. Should additional documentation be requested by the **City Engineer** the **Engineer** shall comply promptly with such request.
 - E. Payments: All payments to **Engineer** shall be made on the basis of the invoices submitted by the **Engineer** and approved by the **City**. Following approval of invoices, **City** shall endeavor to pay **Engineer** promptly, however, under no circumstances shall **Engineer** be entitled to receive interest on amounts due. The **City**, in compliance with Texas State law, shall process a maximum of one payment to the **Engineer** per month. **City** reserves the right to correct any error that may be discovered in any invoice whether paid to the **Engineer** or not, and to withhold the funds requested by the **Engineer** relative to the error.
4. **Fee Increases.** Any other provision in this Contract notwithstanding, it is specifically understood and agreed that the **Engineer** shall not be authorized to undertake any Services

pursuant to this Contract requiring the payment of any fee, expense or reimbursement in addition to the fees stipulated in Article 3 of this Contract, without having first obtained specific written authorization from the **City**. The written authorization for additional Services shall be in the form of a Modification to the Scope of Services approved by the City Engineer and/or the City Council, if required.

5. **Modifications to the Scope of Services.** Either the **Engineer** or the **City Engineer** may initiate a written request for a Modification to the Scope of Services when in the opinion of the requesting Party, the needs and conditions of the Project warrant a modification. Upon the receipt of a request by either Party, the **Engineer** and the **City Engineer** shall review the conditions associated with the request and determine the necessity of a modification. When the Parties agree that a modification is warranted, the **Engineer** and the **City Engineer** shall negotiate the specific modification(s) and any changes in the Total Maximum Fee or Project Schedule resulting from the modification(s). Approval of a modification shall be in the form of a written Modification to the Scope of Services which clearly defines the changes to the previously approved Scope of Services, Fee and/or Project Schedule. Said written Modification shall be approved by **Engineer**, authorized by the City Council, if required, and issued by the **City Engineer**. Issuance of the approved Scope of Services modification shall constitute a notice to proceed with the Project in accordance with the modified Scope of Services. The **City Engineer** may issue written Modifications to the Scope of Services without prior approval of the City Council when the modifications are to be accomplished within the authorized Total Maximum Fee and do not materially or substantively alter the overall scope of the Project, the Project Schedule or the Services provided by the **Engineer**.
6. **Project Deliverables.** For each submittal identified in Attachment A, Scope of Services, the **Engineer** shall provide the **City** with one set of reproducible, one set of bluelines or hard copy and electronic media of the submittal documents. For any required environmental assessment, the **Engineer** shall provide one set of draft and one set of final Environmental Reports. The Environmental Reports shall be submitted as original reproducible and on electronic media. The electronic file may omit photographs and government prepared maps. If photographs are included in the report they shall be taken with a 35 mm camera or larger format camera. Color laser copies may be substituted for the original photographs in the final report.

A transmittal letter shall be included with the Environmental Reports and shall include an executive summary outlining: a.) Findings of the Reports; b.) Conclusions; c.) Recommendations; and d.) Mitigation/remediation cost estimates.
7. **Project Control.** It is understood and agreed that all Services shall be performed under the administrative direction of the **City Engineer**. No Services shall be performed under this Contract until a written Notice to Proceed is issued to the **Engineer** by the **City Engineer**. In addition, the **Engineer** shall not proceed with any Services after the completion and delivery to the **City** of the Conceptual Design Submittal, Preliminary Design Submittal, or the Final PS&E Submittal as described in the Basic Services without written instruction from

the **City**. The **Engineer** shall not be compensated for any Services performed after the said submittals and before receipt of **City's** written instruction to proceed.

8. **Partnering.** The **City** shall encourage participation in a partnering process that involves the **City, Engineer** and his or her sub-consultants, and other supporting jurisdictions and/or agencies. This partnering relationship shall begin at the Pre-Design Meeting and continue for the duration of this Contract. By engaging in partnering, the parties do not intend to create a legal partnership, to create additional contractual relationships, or to in any way alter the legal relationship which otherwise exists between the **City** and the **Engineer**. The partnering effort shall be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives of partnering are effective and efficient contract performance and completion of the Project within budget, on schedule, in accordance with the Scope of Services, and without litigation. Participation in partnering shall be totally voluntary and all participants shall have equal status.
9. **Disputes.** The **City Engineer** shall act as referee in all disputes under the terms of this Contract between the Parties hereto. In the event the **City Engineer** and the **Engineer** are unable to reach acceptable resolution of disputes concerning the Scope of Services to be performed under this Contract, the **City** and the **Engineer** shall negotiate in good faith toward resolving such disputes. The **City Engineer** may present unresolved disputes arising under the terms of this Contract to the City Manager or designee. The decision of the City Manager or designee shall be final and binding. An irreconcilable or unresolved dispute shall be considered a violation or breach of contract terms by the **Engineer** and shall be grounds for termination. Any increased cost incurred by the City arising from such termination shall be paid by the **Engineer**.
10. **Engineer's Seal.** The **Engineer** shall place his Texas Professional Engineers seal on all engineering documents and engineering data prepared under the supervision of the **Engineer** in the performance of this Contract.
11. **Liability.** Approval of the Plans, Specifications, and Estimate (PS&E) by the **City** shall not constitute nor be deemed a release of the responsibility and liability of **Engineer**, its employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, tracings, magnetic media and/or computer disks, estimates, specifications, investigations, studies or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the **City** for any defect, error or omission in the design, working drawings, tracings, magnetic media and/or computer disks, estimates specifications, investigations, studies or other documents prepared by **Engineer**, its employees, subcontractors, agents and consultants. **Engineer** shall indemnify **City** for damages resulting from such defects, errors or omissions and shall secure, pay for and maintain in force during the term of this Contract sufficient errors and omissions insurance in the amount of \$250,000.00 single limit, with certificates evidencing such coverage to be provided to the **City**. The redesign of any defective work shall be the sole responsibility and

expense of the **Engineer**. Any work constructed, found to be in error because of the **Engineer's** design, shall be removed, replaced, corrected or otherwise resolved at the sole responsibility and expense of the **Engineer**. The parties further agree that this liability provision shall meet the requirements of the express negligence rule adopted by the Texas Supreme Court and hereby specifically agree that this provision is conspicuous.

12. **Indemnification.** **Engineer** shall indemnify, hold harmless and defend the City of Coppel, its officers, agents and employees from any loss, damage, liability or expense, including attorney fees, on account of damage to property and injuries, including death, to all persons, including employees of **Engineer** or any associate consultant, which may arise from any errors, omissions or negligent act on the part of **Engineer**, its employees, agents, consultants or subcontractors, in performance of this Contract, or any breach of any obligation under this Contract. It is further understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this agreement shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise to any person or entity. The parties further agree that this indemnification provision shall meet the requirements of the express negligence rule adopted by the Texas Supreme Court and hereby specifically agree that this provision is conspicuous.
13. **Delays and Failure to Perform.** **Engineer** understands and agrees that time is of the essence and that any failure of the **Engineer** to complete the Services of this Contract within the agreed Project Schedule shall constitute material breach of this Contract. The **Engineer** shall be fully responsible for its delays or for failures to use diligent effort in accordance with the terms of this Contract. Where damage is caused to the **City** due to the **Engineer's** failure to perform in these circumstances, the **City** may withhold, to the extent of such damage, **Engineer's** payments hereunder without waiver of any of **City's** additional legal rights or remedies. The **Engineer** shall not be responsible for delays associated with review periods by the **City** in excess of the agreed Project Schedule.
14. **Termination of Contract.** It is agreed that the **City** or the **Engineer** may cancel or terminate this Contract for convenience upon fifteen (15) days written notice to the other. Immediately upon receipt of notice of such cancellation from either party to the other, all Services being performed under this Contract shall immediately cease. Pending final determination at the end of such fifteen-day period, the **Engineer** shall be compensated on the basis of the percentage of Services provided prior to the receipt of notice of such termination and indicated in the final Design Progress Report submitted by the **Engineer** and approved by the **City**.
15. **Personnel Qualifications.** **Engineer** warrants to the **City** that all Services provided by **Engineer** in the performance of this Contract shall be provided by personnel who are appropriately licensed or certified as required by law, and who are competent and qualified in their respective trades or professions.

16. **Quality Control.** The **Engineer** agrees to maintain written quality control procedures. The **Engineer** further agrees to follow those procedures to the extent that, in the **Engineer's** judgment, the procedures are appropriate under the circumstances.
17. **Ownership.** All **Engineer's** designs and work product under this Contract, including but not limited to tracings, drawings, electronic or magnetic media and/or computer disks, estimates, specifications, investigations, studies and other documents, completed or partially completed, shall be the property of the **City** to be used as **City** desires, without restriction; and **Engineer** specifically waives and releases any proprietary rights or ownership claims therein and is relieved of liability connected with any future use by **City**. Copies may be retained by **Engineer**. **Engineer** shall be liable to **City** for any loss or damage to such documents while they are in the possession of or while being worked upon by the **Engineer** or anyone connected with the **Engineer**, including agents, employees, consultants or subcontractors. All documents so lost or damaged while they are in the possession of or while being worked upon by the **Engineer** shall be replaced or restored by **Engineer** without cost to the **City**.
18. **Project Records and Right to Audit.** The **Engineer** shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years following the Project completion, with full access allowed to authorized representatives of the **City** upon request for purposes of evaluating compliance with provisions of this Contract. Should the **City Engineer** determine it necessary, **Engineer** shall make all its records and books related to this Contract available to **City** for inspection and auditing purposes.
19. **Non-Discrimination.** As a condition of this Contract, the **Engineer** shall take all necessary action to ensure that, in connection with any work under this Contract it shall not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or physical impairment unrelated to experience, qualifications or job performance, either directly, indirectly or through contractual or other arrangements.
20. **Gratuities.** City of Coppel policy mandates that employees shall never, under any circumstances, seek or accept, directly or indirectly from any individual doing or seeking to do business with the City of Coppel, loans, services, payments, entertainment, trips, money in any amount, or gifts of any kind.
21. **No Waiver.** No action or failure to act on the part of either Party at any time to exercise any rights or remedies pursuant to this Contract shall be a waiver on the part of that Party of any of its rights or remedies at law or contract.
22. **Compliance with Laws.** The **Engineer** shall comply with all Federal, State and local laws, statutes, City Ordinances, rules and regulations, and the orders and decrees of any courts, or administrative bodies or tribunal in any matter affecting the performance of this Contract,

including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, **Engineer** shall furnish the **City** with satisfactory proof of compliance therewith.

23. **Severability.** In case one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
24. **Venue.** With respect to any and all litigation or claims, the laws of the State of Texas shall apply and venue shall reside in Dallas County.
25. **Prior Negotiations.** This Contract supersedes any and all prior understandings and agreement by and between the Parties with respect to the terms of this Contract and the negotiations preceding execution of this Contract.
26. **Contacts.** The **Engineer** shall direct all inquiries from any third party regarding information relating to this Contract to the City Engineer.

27. **Notification.** All notices to either Party by the other required under this Contract shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such Party at the following respective addresses:

City: City of Coppell, Texas
City Engineer
265 Parkway Blvd
Coppell, TX 75019

Engineer: J. Volk Consulting, Inc.
Matt Atkins, P.E.
800 East Campbell Road, Ste. 120
Richardson, TX 75081

IN WITNESS WHEREOF, the City of Coppell, Texas and the **Engineer** has caused these presents to be executed by duly authorized representatives on the day and year set forth above.

THE CITY OF COPPELL
BY:

City Manager

Date: _____

ATTEST:

ENGINEER: J. Volk Consulting, Inc.
BY:

Matt Atkins, P.E., Vice President

Date: _____

ATTEST:

(CORPORATE SEAL)

ATTACHMENT "A" BASIC SERVICES

The **Engineer** agrees to render services necessary for the development and completion the Project as outlined herein. The Basic Services to be performed by **Engineer** under this Contract include the following:

PROJECT DESCRIPTION

FREEPORT PARKWAY

Freeport Parkway from just north of IH 635 north to W. Bethel Road is currently a four lane divided concrete street with a landscaped median and totals approximately 7,500 Linear feet. The current alignment has a significant bend just north of the bridge over Grapevine Creek that limits the mobility through the corridor. Water, sanitary sewer and storm drain facilities are located within the rights-of-way for the entire length of the project. Much of the adjacent land is fully developed with industrial and commercial uses.

Freeport Parkway has an at-grade railroad crossing just north of Southwestern Boulevard and currently no signalized intersections. Various length left turn lanes are located throughout the project limits to serve adjacent properties primarily consisting of industrial and commercial uses.

Freeport Parkway will be reconstructed to generally the same lines and grades as the existing roadway. The sharp curve over Grapevine Creek will be increased to allow the maximum design speed within the recently obtained rights-of-way. A new bridge will be constructed to allow for the realignment of the roadway and replace the existing, aging bridge.

Water and sewer facilities within the project limits will be reconstructed and will match the current master plan. New services to the adjacent properties will be constructed within the existing rights-of-way and easements. The existing storm drain facilities will be utilized as much as possible. The existing backfill over the storm drain will be examined at critical areas to determine the most effective method for stabilizing the backfill to prevent future settling.

Median landscaping and street lighting will be reconstructed in accordance with the City of Coppell median improvement standards currently being implemented across the City. Sidewalks will be constructed along both sides of the roadway with stamped concrete crosswalks at Wrangler Drive.

BASIC SERVICES TO BE PERFORMED

J. Volk Consulting (JVC) proposes the following professional services:

Freeport Parkway

1. RESEARCH/DATA COLLECTION

JVC will coordinate with the City of Coppell engineering staff to collect all pertinent data the City has on each roadway and the adjacent developments. Additionally, JVC will meet with the City staff to determine the exact limits of the replacement and to discuss specific issues associated with preparing the construction documents for constructing the proposed improvements.

2. PRELIMINARY DESIGN

Utilizing the topographic survey and information derived from meetings with City of Coppell Staff, JVC will prepare preliminary design plans for Freeport Parkway that will include the following:

- Existing and proposed typical sections for project limits.
- Proposed horizontal and vertical alignments.
- Limits of pavement reconstruction including driveways and intersecting streets.
- Proposed water system improvements and connections to existing lines with necessary pavement repair.
- Proposed sanitary sewer system improvements with services and connections to existing facilities.
- Drainage area maps and calculations checking the drainage design with current City of Coppell drainage criteria.
- Proposed modifications to existing storm drainage facilities to allow for construction of the proposed improvements.
- Any additional storm drainage needs to allow for the construction of the proposed improvements.
- Typical cross-sections of any trench backfill remediation as determined by geotechnical study of existing storm drain backfill.
- Cross-sections along 50-foot intervals along the centerline of the proposed improvements illustrating the limits of construction and impacts on the adjacent properties.
- Bridge design to accommodate revised alignment and replace existing bridge including bridge layout, bridge profile, foundation design, pier design, bent design, abutment design, girder plan, rail details, and miscellaneous structural details.
- Approximate location of all known franchise utilities from the topographic survey and any impacts the proposed improvements will have on the franchise facilities. JVC will coordinate with the franchise utility representatives to show the

existing franchise facilities and coordinate areas that are deemed to be in conflict with the proposed improvements.

- Preliminary construction sequencing plans necessary to adequately evaluate the proposed improvements as it relates to the proposed location of underground municipal utility improvements.
- Preliminary bridge construction sequencing illustrating the demolition plan for the existing bridge and sequencing plan for the new bridge to allow for use of the existing bridge during construction if at all possible.

The preliminary design will be present in construction plan format in accordance with City of Coppel Standards on 22"x34" size sheets. The design will be in compliance with current City of Coppel design standards and utilize current construction details. JVC will coordinate with the City of Coppel to provide the proposed improvements to all known franchise utility companies. Preliminary opinions of probable costs will be provided to the City of Coppel for the purposes of updating applicable budgets.

3. FINAL DESIGN

Based on preliminary design comments from the City, JVC will prepare final plans, specifications, and opinions of probable costs. Construction plans will include all necessary details and information to construct the project in accordance with applicable standards. All miscellaneous sheets, such as titles, general and special notes, quantities, horizontal control, any special details, construction sequencing, traffic control, erosion control, striping/signage and standard details will be prepared. Any comments from franchise utilities will be addressed as necessary in the final plans.

Specifications and bidding documents will be prepared using City of Coppel standard construction contracts. A final quantity take off will be prepared and a bid proposal will be included in the contract documents.

Plans will be submitted to TDLR or an approved Registered Accessibility Specialist for review of applicable accessibility standards. Any fees associated with the review and application will be the responsibility of the City of Coppel.

4. BIDDING AND CONSTRUCTION SERVICES

Upon final approval of the construction documents, JVC will prepare and distribute bid documents for the time period set by the City of Coppel. JVC will provide the City of Coppel with PDF copies of the bid documents for use with online advertising of the project. JVC will assist the City with the preparation of the advertisement for bids. During the bidding process, JVC will keep record of all plan holders and distribute any necessary information to the prospective bidders in an addendum format. JVC will attend a pre-bid conference at the City of Coppel facility to answer any questions.

Additionally, JVC will attend the bid opening and collect copies of the bids to prepare a tabulation of the bids and provide recommendations on the bids.

After selection of Contractors and award of contracts, JVC will assist in the preparation of contract documents for execution and initiation of a construction project in the City of Coppell.

JVC will attend a pre-construction meeting with the City of Coppell personnel and contractor and one stakeholder meeting with the contractor prior to construction. During construction, periodic site visits will be made and JVC personnel will be available to answer questions regarding clarification of design intents. JVC will consult with the City of Coppell regarding any required change orders and review monthly progress payments.

Upon completion of construction, JVC will attend and aid the City of Coppell Staff in a final inspection of the improvements and preparation of a punch list of remaining items. JVC will revise construction plans to reflect any field changes during construction to provide the City of Coppell with Record Drawings in accordance with current city criteria.

ADDITIONAL SERVICES

1. Geotechnical Investigation

JVC will contract with a reputable Geotechnical Engineering firm to provide an existing pavement subgrade evaluation report. Investigation will include excavating three strategically located test pits for the purpose of determining the condition of the existing backfill over storm drainage facilities expected to remain in place. Utilizing results of the test pit findings and the findings in a previously completed geotechnical study, provide recommendations for remediation options of the existing subgrade in conjunction with the reconstruction and provide pavement structure options for use in determining the most effective typical section for the proposed improvements.

Investigation will include all materials and equipment to sawcut and excavate three test pits over existing storm drain facilities and perform visual analysis as well as in-situ density testing of the backfill material. Traffic control will be provided and the excavations will be backfilled and temporary asphalt pavement repairs will be made in accordance with City of Coppell standards.

2. Illumination Design

JVC will contract with a reputable Illumination Design Engineer to provide street light design in accordance with the City of Coppell current street light standards. A photometric analysis and plan will be developed and presented for review and

approval. Street light locations will be coordinated with other disciplines and placed in accordance with the approved photometric plan. Electrical design for the streetlights will be provided and service locations will be coordinated with appropriate utility companies. Final street light design plans and specifications including all details necessary for construction will be provided.

3. Landscape Design

Schematic and final construction documents for landscape and irrigation improvements to the median of Freeport Parkway will be performed by a reputable Landscape Architect familiar with the City of Coppel Streetscape Standards. Plans will be in general conformance with the current landscape plan being implemented along other parts of Freeport Parkway. The design will include hardscape layouts, planting plans, material quantities, irrigation plans and all necessary details required to bid and construct the proposed improvements.

4. Hydraulic Study

A hydraulic study of Grapevine Creek will be performed for the purposes of analyzing the proposed bridge improvements over the creek. Utilizing the existing FEMA model, the proposed bridge section will be modeled to ensure compliance with floodplain standards. A final drainage report will be provided illustrating the improvements and updating the existing model. A detailed scour analysis will be performed and will be utilized in the bridge armoring design.

5. Reimbursable Expenses

Reimbursable expenses such as printing and plotting will be provided according to the standard fee schedule attached to this document.

COMPENSATION

Professional Fees for Basic Services shall be as follows:

Freeport Parkway:

Basic Services:

Civil Engineering Design	\$450,000.00
Structural Bridge Design	<u>\$150,000.00</u>
	\$600,000.00

Additional Services:

Geotechnical Investigation	\$31,000.00
Illumination Design	\$30,000.00
Landscape Design	\$20,000.00
Hydraulic & Scour Analysis	\$40,000.00
Reimbursable Expenses	<u>\$5,000.00</u>
	\$126,000.00

Total Fee – Freeport Parkway	\$726,000.00
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J. VOLK CONSULTING, INC. FEE SCHEDULE AS OF JANUARY 1, 2015

<i>HOURLY RATES:</i>	
Principal/Project Manager	\$150.00
Project Engineer	\$120.00
CAD Technician	\$95.00
Clerical	\$55.00
Registered Professional Land Surveyor	\$125.00
GPS Two-man Crew	\$150.00
Easements By Separate Instrument	\$1,200.00
<i>REIMBURSABLE EXPENSES:</i>	
Plotting:	
24 x 36 Black & White Bond	\$4.50
24 x 36 Color Bond	\$28.50
11 x 17 Black & White Bond	\$1.50
11 x 17 Color Bond	\$2.50
Color Plot - Presentation Paper	\$7.50/SF