

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement for Professional Consulting Services (the "Agreement"), made effective as of the date executed, is made between Pacheco Koch, LLC, a Texas limited liability company, (hereinafter referred to as "CONSULTANT") whose mailing address is 7557 Rambler Road, Suite 1400, Dallas, Texas 75231, and the City of COPPELL, Texas, a municipal corporation, (hereinafter referred to as "OWNER"), whose mailing address is 255 East Parkway Boulevard, Coppell, Texas 75019.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render Professional Consulting services for OWNER in accordance with the terms and conditions set forth in this Agreement in connection with **OAK GROVE LANE STREET RECONSTRUCTION (the "Project")**;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1 Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform the Professional Consultant services for the Project as set forth in Exhibit "A", which is attached and made a part hereof, in accordance with the terms of this Agreement.
- 1.2 CONSULTANT will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of OWNER and by an authorized representative of CONSULTANT.
- 1.3 CONSULTANT shall not be responsible for an OWNER's directive or substitution made without CONSULTANT's agreement and which agreement shall not be unreasonably withheld.
- 1.4 OWNER, without invalidating this Agreement, may request changes within the general scope of the Service required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving OWNER's request, CONSULTANT shall return to OWNER a written change proposal setting forth an adjustment to the services, schedule and/or cost estimated by CONSULTANT to represent the value of the requested changes. Following OWNER's review of CONSULTANT's change proposal, OWNER shall execute said written Supplemental Agreement authorizing CONSULTANT to perform the changes in the Services.
- 1.5 The parties acknowledge and agree that any and all opinions and cost estimates provided by CONSULTANT represent a professional opinion consistent with the normal and customary standard of care.

- 1.6 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Compensation and Method of Payment

- 2.1 CONSULTANT shall be compensated by payment of fees as set forth in Exhibit "B" and any subsequent executed Supplemental Agreement(s) to said proposal.
- 2.2 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 2.3 CONSULTANT will submit an invoice to OWNER at the end of each month, on a basis as stipulated in Exhibit "B".
- 2.4 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 2.5 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 3

Schedule, Personnel, and Equipment

- 3.1 CONSULTANT agrees to commence services upon receipt of an executed copy of the Agreement from OWNER and if requested, CONSULTANT would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.
- 3.2 CONSULTANT shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, CONSULTANT shall make reasonable effort to provide such additional services at mutually agreed charges or rates, within the agreed upon revised time schedule, and without decreasing the effectiveness of the performance of services required under this Agreement.
- 3.3 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 3.4 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

- 3.5 Upon request of OWNER, CONSULTANT shall submit progress reports and attend progress meetings as may be required from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.
- 3.6 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 4

Delays and Termination

- 4.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 4.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 4.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 5

Right of Entry

- 5.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 5.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 6

Information Provided by Others

- 6.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

- 6.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 7

Construction Activities

- 7.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 7.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 8

Jurisdiction and Applicable Law

- 8.1 This Agreement is to be governed by the laws of the State of Texas.
- 8.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

ARTICLE 9

INDEMNIFICATION

- 9.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 10

Conflicts of Interest

- 10.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 11

Insurance

- 11.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 11.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 11.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 12

Assignment

- 12.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 12.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 13
Notices

- 13.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

City of Coppell, Texas
Attn: City Manager
255 Parkway Boulevard
Coppell, Texas 75019

Facsimile No.: (972) 304-3673

If intended for CONSULTANT:

Christopher M. Jones, P.E., DBIA
Principal
7557 Rambler Road, Suite 1400
Dallas, Texas 75231
Telephone: 972-235-3031
Email: cjones@pkce.com

Article 14
Standard of Care

- 14.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 15
Entire Agreement

- 15.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 16
Independent Contractor

- 16.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 17
Audits and Records

- 17.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 18
Miscellaneous Provisions

- 18.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.2 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 OWNER and CONSULTANT, which agree that the 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.
- 18.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 18.4 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.
- 18.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation & Method of Payment
- Schedule of Standard Hourly Billing Rates
- Standard Billing Rates for In House Reimbursable Charges

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED this _____ day of _____, 20__.

OWNER:

By: _____

Name: _____

Title: _____

Witness: _____

CONSULTANT:

By:  _____

Name: Christopher M. Jones, P.E., DBIA

Title: Principal

Witness: Mick McHester

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EXECUTED this _____ day of _____, 20__.

OWNER:

By: _____

Name: _____

Title: _____

Witness: _____

CONSULTANT:

By:  _____

Name: Christopher M. Jones, P.E., DBIA

Title: Principal

Witness: Misti McHarte

EXHIBIT 'A' – SCOPE OF SERVICES

**OAK GROVE LANE STREET RECONSTRUCTION
(SOUTH COPPELL ROAD TO NEW WEST ROADWAY EXTENSION)**

PROJECT DESCRIPTION:

The project will include the paving, drainage and utility improvements on Oak Grove Lane from South Coppell Road to the new roadway extension approximately 1,000 feet west. The roadway reconstruction will convert the two lane bar ditch configuration to a City standard section with curb, gutter, sidewalks and storm collection system.

The scope of work for BASIC Engineering Services involves Conceptual, Preliminary and Final Design, Project Plans, Specifications and Estimates on Roadway, Water, Wastewater and Storm Drainage.

BASIC SERVICES:

A. Project Management & Coordination

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Attend up to two (2) public hearings or City Council/Commission meetings, as requested by the City.
- One (1) public meeting on site at kick off.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports including an updated Opinion of Probable Construction Cost for budget purposes.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- Submit TDLR/TAS required plans for review via Accessology. Consultant will incorporate any deficient findings into the construction document set prior to bidding.

EXHIBIT A to Agreement between the
City of Coppell, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

3. Utility Clearance:

- The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Conceptual Design (30% Submittal)

The Conceptual Design shall be submitted to OWNER per the approved Project Schedule. The purpose of the conceptual design is for the CONSULTANT to

- Study the project,
- Identify and develop alternatives,
- Present (through the defined deliverables) these alternatives to the OWNER,
- Recommend the alternatives that successfully address the design problem, and
- Obtain the OWNER's endorsement of the selected concept.

CONSULTANT will develop the conceptual design of the infrastructure as follows.

1. Data Collection

- In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
- The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners as necessary to develop the design.

2. The Conceptual Design Package shall include the following:

- Conceptual (30%) plans to include:
 - Roadway plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Cross Section sheets
Scale 1" = 10' Horizontal; 1" = 2' Vertical
 - Water/Wastewater plan view sheets
Scale 1" = 20'
 - Drainage plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Drainage Area Map
Scale 1" = 50' Horizontal (with inserts for large drainage basins)
 - A single Roll out plot of the corridor (up to 30 feet long) for a review meeting.
- Documentation of key design decisions.

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3. Submit two (2) half sized 11"x17" sets of preliminary 60% plans, two (2) sets of preliminary construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs and digital set to the OWNER for review.

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Roadway plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Drainage plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Water/wastewater plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Erosion Control Plans
 - Traffic Control Plan Concept for Construction Sequencing (True Traffic Control Plan to be submitted by Contractor)
 - Pavement Markings Sheet(s) with conduit crossing locations
 - Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.
4. Submit two (2) half sized 11"x17" sets of preliminary 60% plans, two (2) sets of preliminary construction contract documents, special conditions (if any), one (1) digital PDF copy and preliminary opinion of probable construction costs to the OWNER for review.

D. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Submit two (2) half sized 11"x17" sets of 90% plans, two (2) set of 90% construction contract documents, one (1) digital PDF set and 90% opinion of probable construction costs for OWNER review.
3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost.
6. Submit four (4) sealed (100%) half size 11"x17" sets of final plans and construction documents and DWG. files for OWNER use.

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for Consulting Services

- E. Bid Phase Services –
CONSULTANT will support the bid phase of the project as follows.
1. Plan Distribution:
 - The CONSULTANT shall sell contract documents and maintain a plan holders list of documents sold.
 2. Bidder Assistance:
 - The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
 - Attend the bid opening in support of the CITY.
 3. Bid Analysis:
 - Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract.
 - Assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
 - Incorporate all addenda into the contract documents and issue conformed sets.
 4. Recommendation & Notice of Award:
 - The CONSULTANT shall review the qualifications of the successful bidder and prepare a Recommendation of Award for the CITY.
 5. Document Assembly:
 - The CONSULTANT shall prepare six (6) duplicate sets of conformed contract documents for execution by the CITY and Contractor.
- F. Construction Administration –
1. The CONSULTANT shall attend the preconstruction conference.
 2. The CONSULTANT shall review shop drawings and material test reports for compliance with the Contract Documents, as requested by the CITY.
 3. After the pre-construction conference, the CONSULTANT shall provide project exhibits and attend public meeting, if any, to help explain the proposed project to residents. The CITY shall select a suitable location and mail the invitation letters to the affected customers.
 4. The CONSULTANT shall visit the project site at requested intervals as construction proceeds to observe and report on progress.

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G. Project Completion –

1. The CONSULTANT shall attend a final inspection and prepare a final “punch list” for the contractor.
2. Prepare construction “Record Drawings” based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with “record drawing stamp” bearing the signature of the Engineer and the date) to the City on a CD-ROM disk or flash drive containing scanned 22”x34” black and white PDF images. A copy of the project base file in DWG format will also be provided.

H. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

A. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

EXHIBIT A to Agreement between the
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3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed. Survey points will also be obtained at the front of each property.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be tied. Additional surveying may be necessary to verify the limits of drainage areas and channel transitions.

5. Existing Underground and/or Overhead Utilities

Utility owners will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way and 20' adjacent thereto for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. Manholes upstream and downstream of the PROJECT limits will be tied when needed to determine pipeline locations and elevations within the PROJECT. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets. A separate line will be shown for grading limits beyond ROW for landscape purposes.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available GIS topographic mapping.

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8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

B. Geotechnical Investigation:

1. Through a qualified subcontractor, CONSULTANT shall:

- Perform soil investigations at reasonable intervals including field and laboratory tests, borings and related engineering analysis for determining soil conditions and pavement section recommendations.

C. Subsurface Utility Engineering:

As described in the ASCE 38-02, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") – QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x, y, z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

CONSULTANT will provide Subsurface Utility Engineering (S.U.E.) Services through the use of a qualified sub-consultant. Up to Level B S.U.E. only, as determined by the CONSULTANT, will be performed to ASCE standard guidelines (ASCE 38-02). The deliverables for this project will be electronic files only in AutoCAD format. All Right-of-Entry Coordination is to be provided by OWNER. Non-Routing Traffic Control Measures are not included in the scope of services.

Services not included in this contract:

- *Construction observation or inspection services*
- *As-built surveys of constructed improvements*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT
OAK GROVE LANE STREET RECONSTRUCTION
(SOUTH COPPELL ROAD TO NEW WEST ROADWAY EXTENSION)

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$98,784.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A.	Project Management, Coordination & Permitting	\$ 3,525.00
B.	Conceptual Design (30% Submittal)	12,560.00
C.	Preliminary Design (60% Submittal)	27,507.50
D.	Final Design (90% & 100% Submittals)	19,317.50
E.	Bid Phase Services	5,290.00
F.	Construction Administration	7,110.00
G.	Project Completion	2,010.00
H.	Direct Expense (Not to Exceed)	<u>1,594.00</u>

SUBTOTAL **\$ 78,914.00**

Special Services

A.	Field Survey	7,000.00
B.	Subsurface Utility Engineering - Four (4) Locations estimated at \$1,700 per location (Not to Exceed)	7,480.00
C.	Geotechnical Investigation	<u>5,390.00</u>

SUBTOTAL **\$ 19,870.00**

TOTAL **\$ 98,784.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost with a Not to Exceed amount as indicated above.

END OF EXHIBIT 'B'



SCHEDULE OF STANDARD HOURLY BILLING RATES

(Our hourly rates are subject to change at any time.)

ENGINEERING

Principal.....	\$225.00/Hr.
Associate Principal	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$160.00/Hr.
Senior Project Coordinator.....	\$160.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Engineer.....	\$95.00/Hr.
Senior Technician	\$110.00/Hr.
Technician	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager	\$80.00/Hr.
Technical Assistant	\$50.00/Hr.
Executive Assistant	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

LANDSCAPE ARCHITECTURE

Principal.....	\$225.00/Hr.
Associate Principal	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect	\$95.00/Hr.
Landscape Designer	\$75.00/Hr.
Drafter.....	\$75.00/Hr.
Executive Assistant	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

SURVEYING

Principal.....	\$225.00/Hr.
Associate Principal	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Senior Project Coordinator.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Surveyor	\$95.00/Hr.
Survey Intern	\$90.00/Hr.
Senior Technician	\$90.00/Hr.
Technician	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager	\$80.00/Hr.
Technical Assistant	\$50.00/Hr.
Executive Assistant	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.
Survey Field Crew (1-person)	\$95.00/Hr.
Survey Field Crew (2-person)	\$140.00/Hr.
Survey Field Crew (3-person)	\$195.00/Hr.
Survey Field Crew (4-person)	\$250.00/Hr.
Survey Scanner Crew (1-person)....	\$175.00/Hr.
Survey Scanner Crew (2-person)....	\$220.00/Hr.
Survey Scanner Crew (3-person)....	\$300.00/Hr.

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STANDARD BILLING RATES FOR IN HOUSE REIMBURSABLE CHARGES

(Rates are subject to change at any time.)

Reproduction:

Black Line Bond Prints.....	\$ 0.50/sf
Black Line Vellum Prints.....	\$ 1.50/sf
Black Line Mylar Prints	\$ 2.00/sf
Color Bond Plots.....	\$ 3.00/sf
Color Prints (8 1/2" x 11")	\$ 1.00/ea
Photocopies (8 1/2" x 11")	\$ 0.10/ea

Monumentation (Materials Only):

3" Aluminum Disks.....	\$25.00/ea
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Mounting:

Foam-core (3/16").....	\$4.00/sf
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Binding Services:

Punch & Bind	\$2.00/ea
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Storage Media:

CD	\$ 8.00/ea
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Travel Expenses:

Per Diem (Lodging/Meals)	\$ 125.00/Day/Person
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