

**City of Coppel Engineering Department
Routing Sheet for Approval of Contracts and Agreements**

Vendor Name: Pape - Dawson Engineers Date: 2/26/16

Contracted Work/Project: TAX 2015 B - Plantation Dr. & Mossy Oaks St.

Explanation: Engineering Design Services

Council Approved: Yes / No If yes, Date: 2/23/16 Budget Approved: Yes / No

Ethics Certificate Required: Yes No If Yes, Copy is Attached: Yes No *Purchasing has acknowledged form.*

New Vendor Existing Vendor Renewing Contract

Routing Sequence:

1. Employee initiating contract/agreement: Jamie Brierton JB 2/26/16
(Include W-9 & CIQ form if vendor is not in system.)

2. Supervisor Authorization: _____

3. Purchasing Manager/Technician: _____
(Signature needed only if vendor is new to system or contract has been changed since last time used)

4. Director of Engineering Authorization: Ken Griffin KG 3.7.16

5. Deputy City Manager Authorization: Mario Canizares MC 4/13/2016

Comments: _____

6. City Manager: Clay Phillips CP 4/13/16

Comments: _____

7. Originals back to Administrative Manager: Kyra Jansen _____

8. Copy of contract/agreement to Jennifer Miller: YES / NO

CITY OF COPPELL

CONSULTING ENGINEERS CONTRACT

STATE OF TEXAS §
KNOW ALL BY THESE PRESENTS §
CITY OF COPPELL §

THIS ENGINEERING SERVICES CONTRACT, hereinafter referred to as "Contract," made, entered into and executed this the _____ day of _____, 2016, by and between the City of Coppell acting by and through the City Manager with approval of the City Council hereinafter referred to as "City", and Pape-Dawson Engineers, hereinafter referred to as "Engineer".

WITNESSETH

WHEREAS, the City desires to contract for Professional Engineering Services, hereinafter referred to as "Services", in connection with the Reconstruction of Plantation Drive and Mossy Oaks Street Design, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer is acceptable to the City and is willing to enter into a Contract with the City to perform the hereinafter defined Services necessary to complete the Project; and

WHEREAS, said Services shall be as defined herein and in the detailed Basic Services, Attachment A, and Special Services, Attachment B, incorporated herein by attachment and by reference; and

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 I & II: 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 Fee shall not exceed the lump sum of Three hundred and twenty-five thousand, six hundred dollars (\$325,600.00) 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.**

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 number of complete sets of drawings specifications and electronic file copies as described in Attachment A.

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 and hold harmless the City of Coppell, 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, but only to the extent that the **Engineer** is responsible for such loss, damage, liability or expense on a comparative basis of fault and responsibility between the **Engineer** and the **City**. The **Engineer** is not obligated to indemnify the **City** for the **City's** own negligence. 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. **Timeliness of Performance.** Engineer understands time is of the essence and shall perform its work as expeditiously and efficiently as is consistent with professional skill and care and the orderly progress of the Project. Engineer agrees that all its work shall be provided in such a manner as to meet the City's reasonable expectations and to ensure the timely progression of work being performed in connection with the Project, subject to delays due to natural disasters, strikes or other circumstances over which Engineer had no control and which could not have been anticipated by Engineer with the exercise of reasonable diligence. 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 for the Project. and for reference purposes on future projects at this location; Reuse, change or alteration by the City or by others acting through or on behalf of the City of any such designs and work product without the written permission of the Engineer for any purpose other than for use on the Project for which any such designs or work product were prepared will be at the City's

sole risk. However, City may use the designs and work product for reference purposes on future street and utility construction at this location. 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 Coppell 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 Coppell, 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

Engineer: Pape Dawson Engineers
Attn: Kenneth L. Davis, PE
500 West Seventh St., Suite 350
Ft. Worth, TX 76102

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: 4/13/16

ENGINEER: Pape Dawson Engineers

BY: 


Kenneth L. Davis, PE Vice President
Name & Title

Date: February 18, 2016

ATTEST:



ATTEST:



CFO

(CORPORATE SEAL)

ATTACHMENT "A" BASIC SERVICES

Task 1 – General Requirements

ENGINEER shall perform all general administrative duties associate with the project, including progress monitoring, scheduling, general correspondence, office administration and invoicing. These duties include maintaining day to day contact and liaison with the OWNER, ensuring the needs of the OWNER are met in a timely manner and ensuring that the work is executed in accordance with the work plan, budget and schedule.

ENGINEER will attend one (1) Project Kickoff Meeting and will attend up to six (6) Project Progress Meetings during the design phase of the project.

ENGINEER will prepare notes, minutes, memorandums and reports and provide copies of these documents as required by the OWNER as required for completion of tasks outlined this Scope of Work.

Limits of Project

The general limits of this project can be defined as follows:

The project consists of providing construction documents for the reconstruction and pavement repair of approximately 4,300 linear feet of Plantation Drive and 600 linear feet of Mossy Oaks Street.

Task 2 – Survey

ENGINEER will provide services of a State of Texas Registered Professional Land Surveyor to provide boundary, right-of-way, and topography survey of Plantation Drive and Mossy Oaks Street for the areas to be reconstructed, for the design of road repair, pavement, sidewalk, and utility reconstruction. Scope of Work includes the following:

1. Coordination with the City of Coppell to provide survey notification and/or right-of-entry letters to adjacent property owners.
2. Horizontal and vertical survey control will be based on the City of Coppell Geodetic Control Network.
3. As a minimum, provide a temporary benchmark every 1,000 feet. Temporary benchmarks will not be placed on curbs, sidewalks, or in pavements subject to reconstruction.
4. Research Dallas County Appraisal District records for property owner names and property addresses.

5. Research Deed Records of Dallas County, Texas, for right-of-way lines, sidewalk easements along Plantation Drive and Mossy Oaks Street, and adjacent lot boundary or parcel boundary information.
6. Locate and measure property boundary monuments to verify the right-of-way location.
7. The topography survey will include the entire street right-of-way width. Cross sections will be measured every 50 feet from right-of-way line to right-of-way line, including all grade breaks and visible improvements inside the right-of-way and a minimum of 10 feet outside of the right-of-way.
8. The topography survey will extend 100 feet in all directions at every street intersection and at every alley intersection.
9. The topography survey will extend to either the front porch or finished floor elevations of the houses fronting the project streets. Obtain sufficient field information needed for the design of new sidewalks for compliance with the American Disabilities Act.
10. Map the location of improvements including, but not limited to the following:
 - a. Curbs, curb gutters, sidewalks, driveways, driveway approaches, and pavements
 - b. Esplanades or medians
 - c. Curb inlets and/or storm drains with flowline elevations
 - d. Storm drain manholes with flowline elevations and pipe sizes
 - e. Water meters and water valves. Provide top of nut elevations of water valves.
 - f. Fire hydrants
 - g. Wastewater manholes with flowline elevations and pipe sizes
 - h. Wastewater clean outs
 - i. Irrigation control valves
 - j. Gas meters and valves
 - k. Light poles, power poles, and down guy wires
 - l. Electric transformers and boxes
 - m. Telephone pedestals and boxes
 - n. Traffic signal control boxes
 - o. Traffic signs and utility signs
 - p. Mailboxes
 - q. Privacy walls and retaining walls with height and type of material identified
 - r. Fences with height and type of material identified
 - s. Trees with their sizes and types identified
 - t. Shrubs and landscape areas

11. Submit underground utility lines location request to Texas 811. Map the locations of paint marks and/or pin flags left by utility locators.

EXCLUDED FROM THIS SCOPE

1. Subsurface utility engineering level "A" and level "B" investigation.
2. Subdivision platting.
3. Preparation of parcel plat with metes and bounds description for new easement exhibits.
4. Construction staking.
5. As-Built Survey

Task 3 – Detailed Design

ENGINEER will prepare detailed design drawings, specifications and bid documents for the repair and reconstruction of road pavement, sidewalk, and water, sewer and storm sewer at Plantation Drive and Mossy Oaks Street for the design. Scope of Work includes the following:

1. Preparation of detailed plans and specifications, incorporating the OWNERS most current design standards and details. Design plans will be prepared using AutoCAD Version 2010 or newer. Digital files of all design plans will be delivered to the OWNER at the completion of the project.
2. Plan reviews will be conducted at the 60%, 90% and 100% design stages. Comments from OWNER will be addressed and incorporated into each subsequent review set and into the final signed and sealed bid documents.
3. Each set for OWNER review will be submitted in hardcopy format. Review plans and specifications will be bound. Four (4) complete hardcopies of each review set comprised of two (2) full size 22 x 34 drawings and two (2) half size 11 x 17 drawings and two (2) sets of specifications including bid documents, will be delivered to the OWNER. One electronic copy of the complete review submittal set including drawings and bid documents in a *.PDF format shall be delivered to the OWNER. A single copy of electronic CAD drawing files formatted in AutoCAD Version 2010 or newer shall be delivered with each progress review submittal at OWNERS request.
4. Design shall include the following:

- a. Pavement removal and reconstruction within the limits of the project. Horizontal, vertical profile and cross sections at 50 ft. intervals, and all driveway, intersections, and alley crossings that do not fall at the 50 ft. interval location.
 - b. Grading plans shall include the design of retaining walls as necessary to achieve the proposed grades within the limits of the project.
 - c. Water pipeline removal and reconstruction including service connections up including replacement of meter can and setter, hydrants, flushing connections, etc., within the limits of the project. Meter replacement will be shown at locations determined by the OWNER and meters shall be specified to be provided by OWNER and installed by the contractor.
 - d. Sanitary sewer pipeline removal and reconstruction including all manholes, lateral connections and service connections up to the right-of-way and within the limits of the project.
 - e. Removal and replacement of sidewalks and design of additional sidewalks as agreed upon by the OWNER and ENGINEER, within the limits of the project.
 - f. Removal and replacement of drive approached and drives up to the right-of-way or to a point as determined by the ENGINEER and approved by the OWNER.
 - g. On and off-site drainage analysis and evaluation of existing storm water conveyance capacity, both surface and storm sewer, for each roadway segment included in this scope of work.
 - h. Removal and replacement of storm sewer system and extension/expansion of the storm sewer system within the limits of the project, as agreed upon by OWNER and ENGINEER.
 - i. Signage and striping plan.
 - j. Preparation of traffic control notes and specifications.
5. ENGINEER shall deliver four (4) sets of bidding documents to the OWNER that consist of two (2) full size 22 x 34 drawings and two (2) half size 11 x 17 drawings and four (4) sets of specifications that include standard bid tab, bid forms, etc., and technical specifications. A single copy of electronic CAD drawing files formatted in AutoCAD Version 2010 or newer shall be delivered with the bid document submittal at OWNERS request.

Task 4 – Bidding Assistance

ENGINEER shall assist the OWNER during the construction phase and provide the following services:

1. Attend one (1) pre-bid meeting.

2. Respond in writing to all Contractor submitted questions, requests for clarification, and requests for information (RFIs).
3. Publish all bid addenda including revisions to bid documents, specifications and engineering plans.
4. ENGINEER shall reproduce, and distribute bid documents to prospective bidders in either full size or half-size hardcopy format as requested by the prospective bidder. ENGINEER shall maintain a current list of plan holders during the bidding period.
5. Review all bid tabulations and assist the OWNER in recommendation of award to qualified contractor.
6. Combine all written addenda into a conformed set. Deliver fifteen (15) sets of plans and specifications to OWNER that consist of ten (10) full size 22 x 34 drawings and five (5) half size 11 x 17 drawings and fifteen (15) sets of specifications that include completed bid tab, bid forms, etc., and technical specifications. A single copy of electronic CAD drawing files in formatted in AutoCAD Version 2010 or newer and a *.PDF file shall be delivered with conformed set submittal at OWNERS request.

Task 5 - Construction Phase Services

ENGINEER shall assist the OWNER during the construction phase and provide the following services:

1. Attend one (1) public review/informational meeting at OWNERS request.
2. Attend pre-construction coordination meeting.
3. Attend a minimum of (6) construction progress meetings to coordinate portions of the work related to the ENGINEER's design.
4. Attend up to six (6) site visits to observe construction of portions of the work related to the ENGINEER's design.
5. Perform review of submittals for work related to the ENGINEER's design.
6. Provide written responses to RFI submittals for work related to the ENGINEER's design.
7. Provide review and written responses for Contractor Change Order Requests and Requests for Information.

8. Attend one (1) walk-through to perform substantial completion review and generate a written punch list of items for Contractor to complete.
9. Attend one (1) final walk-through to review the completed punch list.
10. Provide full-size original mylars, one (1) black line hardcopy, electronic PDF and CAD formatted Record Documents that reflect the As-Built conditions. A single copy of electronic CAD drawing files formatted in AutoCAD Version 2010 or newer shall be delivered with as-built submittal.



January 19, 2016

REVISED: January 28, 2016

REVISED: February 1, 2016

Ms. Jamie Brierton
City of Coppell – Public Works Department
816 S. Coppell Road
Coppell, TX 75019

Subject: Proposal for certain engineering and surveying services for the reconstruction of Plantation Drive and Mossy Oaks Street, City of Coppell, Texas.

Dear Ms. Brierton:

Pape-Dawson Engineers are pleased to present this proposal for providing certain civil engineering and surveying services in connection with the above referenced project. It is our understanding that approximately 4,300 LF of Plantation Drive, and approximately 600 LF of Mossy Oaks are being considered for reconstruction efforts by the City of Coppell, Texas.

PROJECT DESCRIPTIONS

PLANTATION DRIVE

This portion of the project consists of providing construction documents for reconstructing 4,300 LF of Plantation Drive from the intersection of Coppell Road to the intersection with W. Bethel School Road. Beginning at Coppell Road, the first 3,450 LF of Plantation Drive is the typical 37' residential street section within a 60' right-of-way, transitioning to a boulevard section with a 20' landscaped median for the remaining 850' within a varying right-of-way section. This project will replace the existing sanitary sewer, existing domestic water facilities, alley approaches, and driveways within the rights-of-way. We will prepare hydrologic and hydraulic calculations during the conceptual planning stage to determine adequacy of the existing storm drainage outfall, and note any areas of the drainage system that may warrant upgrading. This project will also include the actual redesign of the storm drainage system, if warranted. Our design will consider upgrading existing drop inlet tops, identify/accept any found French drainage systems, and providing any new drop inlets due to settled pavement areas that can connect into the existing storm drainage system. It is our understanding the City of Coppell will video the existing storm drainage system, and the results will be available for our design use.

Texas Board of Professional Engineers, Firm Registration #470

Fort Worth | San Antonio | Austin | Houston | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental

500 West Seventh St., Suite 350, Fort Worth, TX 76102 T: 817.870.3668 www.Pape-Dawson.com

MOSSY OAKS STREET

This portion of the project consists of providing construction documents for reconstructing 600 LF of Mossy Oaks Street from the intersection of Spanish Moss Court to the intersection with Whispering Hills Drive. This section of Mossy Oaks Street is a 28 foot typical residential street section, within a 50' wide right-of-way. This project will replace the existing domestic water, substandard alleyways and sidewalks within the rights-of-way. We do not anticipate any storm drainage or sanitary sewer improvements for this portion of the project.

Our proposed scope of services and associated fees are as follows:

I. PROJECT MANAGEMENT

This task is established to represent an allowance for project management services associated with the project.

- Research and data collection with the City of Coppell Engineering Department to gather all necessary data.
- Determine exact limits of the projects, City of Coppell Standards and specific problem areas known by the City of Coppell for the design.
- Bi-weekly coordination with the City of Coppell project manager assigned to the project during design development for progress updates.
- Two (2) site visits with City representatives during the preliminary design and research stage to view specific areas of concern.
- Manage the internal/external team to meet the project schedule and deliverables.

II. TOPOGRAPHIC SURVEY

- Utilize Yazel Peebles & Associates, LLC to establish datum and benchmarks for surveyed areas based on NAD 83 grid coordinates and NGVD vertical data.
- Conduct field survey setting control benchmarks throughout and adjusting the site to known vertical monuments (if available).
- Research on 102 tracts pulling deed and plat references, address will be shown on all tracts. Rights-of-way will be verified based on found survey pins within the platted subdivisions. Pape-Dawson does not anticipate obtaining any additional right-of-way for the reconstruction project, and will notify the City of Coppell should any rights-of-way be necessary for the project.
- Prepare a topographic survey to tie down exposed surface utilities, meter boxes, drop inlets, fire hydrants, valve boxes, alleyways and driveways for Plantation Drive and Mossy Oaks Street including 150' depths along intersecting street and alleyways.
- DIGTESS will be notified of the project and underground locations will be identified.
- Yazel Peebles & Associates, LLC will provide a 2016 Civil 3D surface and point data to Pape-Dawson Engineers for improvement plan production.

III. CONCEPTUAL DESIGN PHASE

Pape-Dawson Engineers will prepare and provide the following conceptual engineering services for Plantation Drive and Mossy Oaks Street.

- Based on our field reconnaissance, evaluate the existing conditions of all roadways, alleyways, drainage structures, and surface utilities and categorize them in order of distress.
- Prepare a minimum of 2 options for reconstruction efforts for presentation to City of Coppell engineering staff.
- Assist the City of Coppell with noticing and holding a conceptual design presentation at a public hearing for the affected neighborhoods, HOA's and franchise utility companies.
- Assist the City of Coppell engineering staff to get input for the adjacent affected homeowners, and franchise utility companies.
- Develop a preferred option for preliminary design purposes to be presented in a 2nd public hearing to confirm all conceptual design assumptions.
- Prepare a drainage basin map based on record drawings with any adjustments from the topographic survey, and run calculations based on City of Coppell drainage design standards
- Provide a memorandum of our findings to present to City of Coppell to determine any storm drainage problems and recommended solutions.

IV. PRELIMINARY DESIGN PHASE

Based on the selected design alternative identified in the conceptual design phase, Pape-Dawson Engineers will prepare preliminary construction drawings for Plantation Drive and Mossy Oaks Street. The scope of services we will provide are as following:

- Existing and proposed typical roadway sections.
- Prepare a horizontal and vertical control sheet.
- Proposed water system improvements identifying any required connections to the existing system.
- Proposed sanitary sewer improvements and service lateral replacements, manhole rim adjustments.
- Proposed storm drainage improvements based on our drainage memorandum (if deemed necessary for the reconstruction of Plantation Drive).
- Update the drainage area map to depict the proposed improvements under this reconstruction effort.
- Provide cross sections at a 50' stationing interval depicting the limits of reconstruction and impacts to adjacent homeowners.
- Identify known franchise utilities and any proposed impacts to their facilities based on the reconstruction efforts.

- Prepare a preliminary construction phasing plan based on the preliminary design to determine any long lengths of down time during the reconstruction efforts.
- Prepare preliminary construction drawings in accordance with City of Coppell formatting requirements.
- Prepare a Preliminary Engineers Opinion of Probable Construction Costs for the selected design alternative.

V. FINAL DESIGN PHASE

Once Pape-Dawson receives approvals from the City of Coppell and acknowledgement from the franchise utility companies, we will prepare and provide the following final construction documents:

- Prepare final construction drawings including necessary details for the reconstruction project. The plans will include a cover sheet, general notes, special notes, estimate of quantities, horizontal control sheet, tentative traffic control, plan and profiles, cross sections, tentative construction sequencing, erosion control plan depicting BMP's, and standard details.
- Prepare project specifications and bidding documents in accordance with City of Coppell approved standard construction contracts and approved project manual formatting.
- The Project Manual will include our estimated quantities for all line items to be built, and a bid proposal form (PDF and Excel format) will be included for contractor bidding purposes.

VI. PROJECT BIDDING AND CONSTRUCTION PHASE

After approval of the final reconstruction plans, Pape-Dawson Engineers will prepare and electronically distribute bid documents in accordance with City of Coppell scheduling.

- Assist in Project advertisement for bids, and attend a pre-bidding conference to answer questions/concerns, issue addenda (if necessary) to all potential bidders.
- Attend the bid opening, and prepare a bid tabulation for review/approval by the City of Coppell.
- Assist in contractor selection, prepare the contract documents for execution by both parties.
- Attend a pre-construction meeting with the awarded contractor to answer questions/sequencing concerns.
- Review shop drawing submittals and provide necessary recommendations to be compliant with the project specifications.
- Respond to RFI's, clarify design intent, assist City of Coppell with any change order requests.
- Assist the City of Coppell with a substantial completion walk through of the project, prepare a punch list of any missing items, and have a final walk through of the project once the punch list items are completed.

- Prepare a set of record drawings based on contractor or inspector marked-up plans identifying any areas that were revised during construction in accordance with Texas Revised Statutes and City of Coppell requirements

VII. GEOTECHNICAL INVESTIGATIONS

Pape-Dawson will engage Alpha Testing, Inc. to perform a Geotechnical Exploration for the purpose of providing information for use in pavement design. This study will include:

- Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by pavement sections.
- Engineering characterization of the subsurface materials encountered.
- Typical pavement sections suitable for support of the proposed project.
- Data required for design of typical pavement sections in conformance with the City of Coppell Standard Construction Details (REVISED JULY 01, 2014).
- Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of pavement and possible construction problems reasonably to be expected.

VIII. CONTINGENCY FUNDS

Contingency funds are provided for use in the event minor scope changes to this engineering contract become necessary. These funds will only be used at the specific direction of City of Coppell staff for contract scope adjustments that are approved by staff in writing.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Client will provide existing project as-built drawings for our design use.*
- *Does not include preparation of easement documents related to securing offsite utility extensions.*
- *Proposal excludes Traffic Impact Analysis (TIA).*
- *Agency review fees and impact fees are not included herein.*
- *City, state, or county-required fees are not included.*
- *Additional services required by the client which may arise and are not outlined above shall be compensated for on an hourly basis or negotiated to a lump sum fee.*
- *Approximate service locations and sizes for domestic water, fire lines, sanitary sewer, gas, and electric services will be provided to Pape-Dawson by the City of Coppell, and franchise utility company records.*
- *Pavement types and design will be by others and will be supplied to Pape-Dawson.*
- *Landscape plans, irrigation plans and illumination plans are not included in this proposal and will be provided by others.*
- *Fire flow tests (if requested) and calculations will be ordered by Pape-Dawson and invoiced as a direct expense in addition to the fees shown in this proposal.*

- *Geotechnical investigations and pavement recommendations will be provided by a geotechnical engineer under contract with Pape-Dawson.*
- *The design of French drain systems or other drainage systems to contain onsite groundwater (if present) is not included within our scope of services.*
- *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- *Assumes no detailed flood studies are required.*
- *No structural design is included herein.*
- *Value engineering after construction documents are issued will be on a Time and Materials (T/M) basis.*
- *Construction staking is not included herein unless otherwise stated. A fee for said services shall be provided, if requested, once the entire construction staking scope is known.*
- *Pape-Dawson will submit site/civil documents to the Texas Department of Licensing & Regulation for review of elements controlled by the Americans with Disabilities Act. Any fees associated with this review will be passed through to the City of Coppell.*
- *Changes made to the project limits after design has begun will constitute a change of scope and additional fees will be required.*
- *Proposal excludes travel expenses.*

SUMMARY

PLANTATION DRIVE

I.	PROJECT MANAGEMENT	\$ 26,350
II.	TOPOGRAPHIC SURVEY	\$ 20,825
III.	CONCEPTUAL DESIGN PHASE	\$ 39,725
IV.	PRELIMINARY DESIGN PHASE	\$ 60,150
V.	FINAL DESIGN PHASE	\$ 77,000
VI.	PROJECT BIDDING AND CONSTRUCTION PHASE	\$ 18,000
VII.	GEOTECHNICAL INVESTIGATIONS	\$ 8,200
VIII.	CONTINGENCY FUNDS	\$ 25,025
	COST	\$275,275

MOSSY OAKS STREET

I.	PROJECT MANAGEMENT	\$ 4,650
II.	TOPOGRAPHIC SURVEY	\$ 3,675
III.	CONCEPTUAL DESIGN PHASE	\$ 5,775
IV.	PRELIMINARY DESIGN PHASE	\$ 11,850
V.	FINAL DESIGN PHASE	\$ 12,700
VI.	PROJECT BIDDING AND CONSTRUCTION PHASE	\$ 5,000
VII.	GEOTECHNICAL INVESTIGATIONS	\$ 2,100
VIII.	CONTINGENCY FUNDS	\$ 4,575
	COST	\$ 50,325

COMPENSATION

Basis of Compensation

Pape-Dawson's compensation for the above services will be a Lump Sum Fee of **\$325,600**. This Lump Sum Fee will not be exceeded without written authorization from the City of Coppell based on Pape-Dawson's current understanding of the services identified above. This fee amount does not include any Direct Expenses (defined below) nor applicable sales tax on services. This fee amount will not be exceeded without written modification of this Agreement.

Direct Expenses shall include reproduction, drawing mounting for presentations, travel, long distance telephone calls, express mail, special deliveries and subcontractor expenses directly related to these services. Direct Expenses shall include a 10% markup on cost.

Agreement

Upon Client's signing of this Proposal, this Proposal and the attached Terms and Conditions become the Agreement between the City of Coppell and Pape-Dawson Engineers.

Ms. Jamie Brierton
Plantation Drive and Mossy Oaks Street Reconstruction Proposal
January 19, 2016
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We appreciate the opportunity to work with you on this project. Please find attached our Professional Services Agreement. If this proposal and agreement meets with your approval, please acknowledge such by signing this proposal letter and the attached Professional Services Agreement and returning one fully executed set to our office for our records. Receipt of the executed documents will serve as your authorization for us to proceed with the work.

Sincerely,
Pape-Dawson Engineers, Inc.



Danny S. McFadden, P.E.
Sr. Project Manager

City of Coppell, Texas

Signature: _____
Name: _____
Title: _____
Date: _____

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