



February 4, 2026

Steve Shore  
Facilities Manager  
City of Coppell  
265 Parkway Blvd  
Coppell, TX 75019

RE: Proposal for Professional Architectural/Engineering Services  
**Coppell Animal Services Expansion**

Dear Mr. Shore:

Parkhill (A/E) is pleased to have the opportunity to provide this proposal for Architectural/Engineering services to City of Coppell (CLIENT) for the Coppell Animal Services Expansion (Project).

**PROJECT DESCRIPTION**

The Project consists of professional architectural/engineering design services for the modifications and additions to your Animal Services facility.

The preliminary program (Exhibit D) includes modifying interior spaces and approximately 1,390 square feet of additions to the existing Animal Services facility. Site work will include the relocation of existing light poles and monument sign and removal of an existing tree. The preliminary budget for total project cost is estimated at \$2.5M

The facility is located at 821 S Coppell Rd, Coppell, TX 75019 (Site). The preliminary project program is illustrated in Exhibit D.

**SCOPE OF SERVICES**

A/E proposes to provide services for the Project as detailed in Exhibit A: Scope of Services.

**SCHEDULE**

A tentative schedule for submitting our work for review is as follows. Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond A/E's control. Construction duration is assumed and will be confirmed based on the contractor's proposed schedule.

<b>TASK</b>	<b>MONTHS</b>
Schematic Design	1
Design Development	2
Construction Documents	3
Bid Phase	2
Construction Phase	10
<b>Total Project Duration</b>	<b>18</b>

**COMPENSATION**

Our fee for the Scope of Services described in Exhibit A will be based on a lump sum amount, excluding expenses, and will be billed monthly on a percentage complete method as follows:

Phase	%	Fee
Schematic Design	10%	\$25,320
Design Development	20%	\$50,640
Construction Documents	40%	\$101,280
Bid Phase	5%	\$12,660
Construction Phase	25%	\$63,300
	100%	<b>\$253,200</b>

**REIMBURSABLES**

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, as well as reproduction of Contract Documents and reports. We estimate these expenses to be approximately **\$3,450**.

Invoices will be sent to City of Coppell, P.O. Box 9478, Coppell, TX 75019. A/E will also send invoices via the email address: [sshore@coppelltx.gov](mailto:sshore@coppelltx.gov).

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to architects, interior designers, landscape architects and engineers. The enclosed **Standard Conditions (Exhibit B)** gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive a subconsultant agreement and will not proceed with work until the agreement has been executed by A/E and Client.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of the project. If you have any questions, please do not hesitate to call us.

Sincerely,

**PARKHILL (A/E)**

**CITY OF COPPELL (CLIENT)**



By  
Michael I. Howard, AIA, AICP  
Director of Community Practice | Partner

Signature:

Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MIH/CMC

Enclosures: Exhibit A – Scope of Services  
Exhibit B – Standard Conditions  
Exhibit C – 2026 Hourly Rates  
Exhibit D – Preliminary Project Program

*“The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, [www.tbae.state.tx.us](http://www.tbae.state.tx.us) has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.”*

## EXHIBIT A

### SCOPE OF SERVICES

A/E will provide the following Professional Services for the Project's Scope of Services:

- Architectural Design
- Interior Design
- Mechanical and Electrical Engineering
- Structural Engineering
- Civil Engineering
- Technology Design
- Landscape Architectural Design

### BASIC DESIGN SERVICES

#### Schematic Design

A/E will work with CLIENT to begin determining and defining programmatic elements for the site and building facilities as shown in Exhibit D, as well as develop Project goals, needs, and assumptions. Based on the program, A/E will develop a Schematic Design Package consisting of drawings and other documents illustrating the scale and relationship of the Project components, including the architectural style of the façade and floor plan.

Deliverables:

- Floor Plan
- Site Plan
- Elevations & Massing Study
- Opinion of Probable Cost

#### Design Development

A/E will provide Design Development Documents based on approved Schematic Design Documents and updated Project Budget. The documents will illustrate and describe refinement of the design of the Project establishing the Scope, relationships, forms, size, and appearance of the Project by means of plans, elevations and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and, in general, their quality levels.

Deliverables:

- Floor and Roof Plans
- Site Plan
- Interior and Exterior Elevations
- Details and Sections
- Finish Schedule
- Outline Specifications
- Opinion of Probable Cost

#### Construction Documents

A/E will provide Construction Documents based on approved Design Development Documents and an updated Project Budget. The Construction Documents will include requirements for construction, drawings and specifications that establish, in detail, the quality level of systems and materials. A/E will assist CLIENT in the preparation of the construction contract between the CLIENT and contractor and other standard contract forms that may be required.

Deliverables:

- Code Sheets
- Floor and Roof Plans/Details
- Site Plan/Details
- Interior and Exterior Elevations/Details
- Millwork Elevations and Details
- Details and Sections
- Door/Window/Storefront/Accessory Schedules and Details
- Finish Schedule and Plans
- Specifications and Project Manual
- Opinion of Probable Cost

**Bid Phase Services**

A/E will assist CLIENT in solicitation and procurement of the General Contractor. A/E will assist CLIENT in the preparation of necessary bidding information, bidding forms, and contract between the CLIENT and contractor and other standard contract forms that may be required. A/E will inform CLIENT, to the best of their knowledge, and will assist CLIENT in connection with CLIENT's responsibility, for filing documents required for approval of governmental authorities having jurisdiction over the Project.

**Construction Phase Services**

A/E will be the representative of and will advise and consult with CLIENT during construction until the final payment to the contractor is due. A/E will have authority to act on behalf of CLIENT only to the extent provided in this Proposal, unless otherwise modified by written instrument.

A/E will visit the site up to twice per month based on the number of months proposed by the contractor in their bid at intervals appropriate to the stage of construction or as otherwise agreed by CLIENT and A/E in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an Architect or Engineer, A/E will keep CLIENT informed of the progress and quality of the Work.

Based on A/E's observations and evaluations of the contractor's Applications for Payment, A/E will review and certify the amounts due to the contractor.

**Supplemental Services**

The services listed below are not included in Basic Services but may be required for the Project.

- Topographic and Boundary Survey
- Low Voltage Design (Card Reader / IT / Security)

**Assumptions**

- Technology Design (IT/AV/Security): Parkhill will provide limited, diagrammatic low-voltage coordination services, including basic power and data layout plans identifying device locations and conduit pathways for IT, audio-visual, and security systems for architectural and electrical coordination purposes only. No detailed design, engineering, specifications, equipment selection, vendor coordination beyond layout, or testing and commissioning services are included; the Client and/or Contractor will engage qualified vendors for full system design and implementation, with Parkhill providing coordination support as needed to align with the overall building design.

## **SERVICES BY CLIENT**

- Geotechnical Report: CLIENT will provide A/E with a geotechnical report to design foundations and paving sections.
- Existing Drawings: CLIENT will also provide A/E with CAD files or PDFs of the existing site and facility.
- Permits and Fees: CLIENT shall obtain applicable permits, pay inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, provide appropriate legal services in connection with the Project, provide environmental impact reports and energy assessments, and all other charges not specifically covered by this Proposal.

## **EXCLUDED SERVICES**

Services specifically excluded from our Scope of Services, and may be required to complete the Project, include, but are not limited to, the following:

- Geotechnical Reports and Soil Reports
- Site Entitlement, Permitting, and Platting Services
- Zoning Changes, Site Plan, and Special Use Permit Applications
- Off-site Utility Design
- Subsurface Utility Location
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Full-time Construction Observation Services
- Preparation of Construction Documents for more than one bid package
- Phased Construction
- Fast-track Construction
- Construction Material Testing
- Commissioning and Special Inspections
- Traffic Impact Analysis
- Subsurface Utility Engineering (SUE)
- Furniture, Fixtures, and Equipment Design
- Topographic and Boundary Survey
- Low Voltage Design (Card Reader / IT / Security)

**END OF EXHIBIT A**

## EXHIBIT B

**STANDARD CONDITIONS: CLIENT and A/E agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:**

### ARTICLE 1. INVOICING AND SERVICES

#### 1.1 INVOICING

Payments for services rendered by A/E or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act. In addition, A/E and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

#### 1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, A/E shall not be responsible to supervise, direct, or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors, or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors"), nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions, and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

A/E shall not be required to sign any document, no matter by whom requested, that would result in A/E having to certify, guarantee, or warrant the existence of conditions whose existence A/E cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with A/E or payment of any amount due to A/E contingent upon A/E signing any such document.

#### 1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that A/E's estimates or opinions of probable construction costs are made on the basis of A/E's professional judgment and experience. A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from A/E's estimates or opinions of probable construction cost.

#### 1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term "Hazardous Materials" shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any

other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

Both parties acknowledge that A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. If A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of A/E's services, A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

#### 1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code, and does not use prescriptive language. A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. A/E, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

#### 1.6 STANDARD OF CARE BY A/E AND LIMITED WARRANTY

In providing services under this Agreement, A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. OTHERWISE, A/E MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to A/E pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to A/E. A/E may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

#### 1.7 CLIENT RESPONSIBILITIES

CLIENT will provide A/E with reasonable access to the work site. Unless specifically included in A/E's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for A/E's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by A/E shall be included in A/E's invoice for amounts payable by CLIENT, and A/E may require advance payment before incurring the fee or expense.

#### 1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by A/E are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of A/E. A/E shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

A/E grants to CLIENT a nonexclusive, limited license to reproduce or use A/E's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that A/E shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of A/E. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO A/E.

## 1.9 SECURITY AND FRAUD PREVENTION

Be aware that phishing attempts, email scams, and other fraudulent activities targeting financial transactions are increasingly common. PARKHILL will never request changes to payment instructions via email without prior verification. If CLIENT receives any communications requesting wire transfers, payment changes, or sensitive financial information, do not respond to or act on it until you have confirmed the request directly with PARKHILL's accounting department by phone (806 473-2200) using this known, verified number.

CLIENT agrees that PARKHILL shall not be responsible for losses resulting from payments sent to unauthorized accounts due to phishing or fraudulent instructions. It is CLIENT's responsibility to verify all payment instructions before initiating any transfer.

## 1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by A/E, CLIENT agrees that all such digital data are Instruments of Service of A/E. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by A/E and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by A/E through the application of software licensed for the sole and exclusive use by A/E will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by A/E.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by A/E, and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

## ARTICLE 2. GENERAL PROVISIONS

### 2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas, without regard to conflict of laws principles.

See [Tex. Bus. & Com. Code § 272.001](#)

### 2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

## 2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, A/E is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that A/E may select, provided that A/E shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## 2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and A/E, which expressly refers to this Agreement.

## 2.5 DELAYS

CLIENT agrees that A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond A/E's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond A/E's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by A/E to perform its services in an orderly and efficient manner, A/E shall be entitled to a reasonable adjustment in schedule and compensation.

## 2.6 INSURANCE

A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services.

## 2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

## 2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving A/E not less than seven (7) calendar days' written notice.

A/E may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven (7) calendar days' written notice following CLIENT's failure to make timely payment owed to A/E as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following "for cause" reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period;
- Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of A/E's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

A/E shall have no liability to CLIENT on account of A/E's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within 15 calendar days of the termination date, pay A/E for all services rendered and all reimbursable costs incurred by A/E up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later than otherwise provided) to allow A/E to demobilize personnel and equipment from the Project to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## 2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR A/E, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

## 2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or A/E. A/E's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of A/E's services.

## 2.11 MAINTENANCE, WEAR, AND TEAR

Both CLIENT and A/E acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, A/E is not responsible for any such resultant damage.

## ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS

### 3.1 DISPUTE RESOLUTION

A/E and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, A/E and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

### 3.2 BETTERMENT

If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

### 3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

A/E: Michael Howard, 3000 Internet Blvd, Suite 550, Frisco, TX 75034, 972.987.1670, mhoward@parkhill.com  
(Representative name, physical and mailing address, phone, and email)

CLIENT: Steve Shore, 265 Parkway Blvd, Coppell, TX 75019, 972.462.0022, sshore@coppelltx.gov  
(Representative name, physical and mailing address, phone, and email)

#### 3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and A/E agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT B

# Parkhill

## Hourly Rate Schedule

January 1, 2026 through December 31, 2026

Client: City of Coppell

Project: Coppell Animal Services Expansion

Agreement Date: \_\_\_\_\_

Location: \_\_\_\_\_

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
<b>SUPPORT STAFF I</b>	\$84.00	<b>PROFESSIONAL LEVEL III</b>		<b>PROFESSIONAL LEVEL VI</b>	
		Architect	\$210.00	Architect	\$327.00
<b>SUPPORT STAFF II</b>	\$97.00	Civil Engineer	\$254.00	Civil Engineer	\$352.00
		Electrical Engineer	\$244.00	Electrical Engineer	\$346.00
<b>SUPPORT STAFF III</b>	\$134.00	Interior Designer	\$182.00	Interior Designer	\$259.00
		Landscape Architect	\$196.00	Landscape Architect	\$277.00
<b>SUPPORT STAFF IV</b>	\$142.00	Mechanical Engineer	\$237.00	Mechanical Engineer	\$335.00
		Structural Engineer	\$244.00	Structural Engineer	\$314.00
<b>SUPPORT STAFF V</b>	\$157.00	Survey Tech	\$190.00	Professional Land Surveyor	\$293.00
		Other Professional	\$180.00	Other Professional	\$270.00
<b>SUPPORT STAFF VI</b>	\$171.00				
<b>PROFESSIONAL LEVEL I</b>		<b>PROFESSIONAL LEVEL IV</b>		<b>PROFESSIONAL LEVEL VII</b>	
Architect	\$171.00	Architect	\$256.00	Architect	\$417.00
Civil Engineer	\$184.00	Civil Engineer	\$296.00	Civil Engineer	\$425.00
Electrical Engineer	\$185.00	Electrical Engineer	\$285.00	Electrical Engineer	\$412.00
Interior Designer	\$158.00	Interior Designer	\$200.00	Interior Designer	\$356.00
Landscape Architect	\$158.00	Landscape Architect	\$213.00	Landscape Architect	\$356.00
Mechanical Engineer	\$177.00	Mechanical Engineer	\$277.00	Mechanical Engineer	\$396.00
Structural Engineer	\$176.00	Structural Engineer	\$282.00	Structural Engineer	\$415.00
Survey Tech	\$149.00	Survey Tech	\$231.00	Professional Land Surveyor	\$355.00
Other Professional	\$155.00	Other Professional	\$213.00	Other Professional	\$341.00
<b>PROFESSIONAL LEVEL II</b>		<b>PROFESSIONAL LEVEL V</b>			
Architect	\$185.00	Architect	\$310.00		
Civil Engineer	\$207.00	Civil Engineer	\$351.00		
Electrical Engineer	\$210.00	Electrical Engineer	\$344.00		
Interior Designer	\$166.00	Interior Designer	\$239.00		
Landscape Architect	\$166.00	Landscape Architect	\$259.00		
Mechanical Engineer	\$203.00	Mechanical Engineer	\$332.00		
Structural Engineer	\$200.00	Structural Engineer	\$310.00		
Survey Tech	\$163.00	Professional Land Surveyor	\$262.00		
Other Professional	\$164.00	Other Professional	\$237.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026. After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

**EXHIBIT D**  
**FLOOR PLAN**

The preliminary floor plan for the scope of services is illustrated below.

