

August 8, 2025

Mr. Cole Baker
City of Coppell Engineering
265 E. Parkway Blvd
Coppell, TX 75019

Re: Proposal for Professional Services
Wagon Wheel Tennis Center – Retaining Wall Evaluation and East Wall Design

Dear Mr. Baker:

Walter P Moore is pleased to submit this proposal to provide professional services for the referenced project. Walter P Moore brings proven expertise in structural assessments and retaining wall design, making us a solid fit for this project. We're ready to provide thoughtful solutions for the issues at the Wagon Wheel Tennis Center, and we're genuinely excited about helping the City of Coppell improve this community asset. Our team is geared up to deliver reliable plans and support every step of the way.

This proposal is presented in order to establish a basis for the commencement of our scope of services for the Project. We anticipate that this Proposal and Agreement for Professional Services and attachments, when signed, will serve as our entire Agreement unless superseded by another document signed by both parties.

Basis of Proposal

This proposal is based on assessing and providing design solutions for structural issues affecting portions of the retaining wall around the Wagon Wheel Tennis Center in Coppell, Texas. The project includes surveying, structural design, grading, cost estimates, and preparation of construction documents, plus limited support during construction. Additional services may be needed if the city expands the repair scope.

Agreement

If this proposal is acceptable, please sign the attached Proposal and Agreement for Professional Services where indicated and return the signed copy to us. This proposal is valid for 60 days.

We very much appreciate the opportunity to provide these services and look forward to working with you on this Project.

Sincerely,

WALTER P. MOORE AND ASSOCIATES, INC.



Jeffrey J. Frison, PE
Principal

Attachments:
Agreement for Services

cc: George Marshall
Project Lead

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COPPELL, TEXAS, AND WALTER P MOORE
FOR THE WAGON WHEEL PARK TENNIS CENTER RETAINING WALL EVALUATION
AND EAST WALL DESIGN PROJECT**

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **City of Coppel, Texas**, a municipal corporation, duly authorized to act by the City Council of said City, hereinafter called "City," and **Walter P Moore**, a Texas corporation, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to City. City and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, City desires to obtain professional engineering services in connection with the **WAGON WHEEL PARK TENNIS CENTER RETAINING WALL EVALUATION AND EAST WALL DESIGN PROJECT**, hereinafter called "Project";

For the mutual promises and benefits herein described, City and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under the same or similar circumstances by competent members of their profession in the locality. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the City understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** City agrees to pay to Consultant for completion of all services included in this Agreement a total fee of **\$70,000.00** for the Project as set forth and described in **Exhibit B – Compensation/Pricing Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to City for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and City shall endeavor to make prompt payments. Each statement submitted by Consultant to City shall be reasonably itemized to show the amount of work performed during that period. If City fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to City, suspend professional services until paid.

Nothing contained in this Agreement shall require City to pay for any work that is not in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the original proposed amount unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **City's Obligations.** City agrees that it will (i) designate a specific person as City's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special City requirements, or other pertinent information known to City, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for City, (iv) make prompt payments in response to Consultant's statements, and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by City or City's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide City with copies of all deliverables prepared or assembled by Consultant under this Agreement and City may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at City's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for City.

7. **City Objection to Personnel.** If at any time after entering into this Agreement, City has any reasonable objection to any of Consultant's personnel, or any personnel, professionals and/or consultants retained by Consultant, Consultant shall promptly propose substitutes to whom City has no reasonable objection, and Consultant's compensation shall be equitably adjusted to reflect any difference in Consultant's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies. Consultant shall submit to City proof of such insurance prior to commencing any work for City.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES,**

INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

IN THE EVENT THAT CITY AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Walter P Moore
Ernest Fields, P.E.
Senior Principal
500 N. Akard, Suite 2300
Dallas, TX 75201

City of Coppell
Michael Garza, P.E.
Director of Public Works
265 Parkway Blvd
Coppell, TX 75019

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days' notice. In the event of termination by City, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except City and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither City nor Consultant may assign their rights or delegate their duties without the written consent of the other Party. This Agreement is binding on City and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any City officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirements of the City Charter and the City's Code of Ordinances and will abide by the same. Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Coppell, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. **Signatories.** City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

Walter P Moore

CITY OF COPPELL, TEXAS

By: _____
Signature

Jeffrey J. Frison, P.E.
Printed Name

Principal
Title

8/8/2025
Date

By: _____
Signature

Printed Name

Title

Date



SCOPE OF CIVIL ENGINEERING SERVICES

PROJECT DESCRIPTION

The project includes evaluation and repair recommendations, design, and construction plans for portions of the retaining wall along the northeast side of the Wagon Wheel Tennis Center in Coppell, Texas. Settlement, movement, separation and erosion have occurred where the wall intersects the tennis court slab. Additionally, Walter P Moore (WPM) will provide an assessment of the remainder of the wall along the north and west sides of the tennis courts. Limits of study area are shown in Exhibit 1. Should the City of Coppell (CITY) wish to include design of additional repair recommendations, additional services will be required.

The scope of services for this project will generally be to provide surveying, structural design, grading, cost estimates, prepare construction plans, details, special specifications, and bidding documents required for construction of these improvements. Limited construction phase services are also included in the project services.

BASIC SERVICES

I. Schematic Engineering Design

A. Project Management and Oversight

- Provide Project Management services including project coordination and communications with CITY, subconsultant coordination, monthly status updates, and maintaining a project schedule, assuming a 180 (calendar) day task order duration.
- Attend meetings with CITY which will include the project kickoff, 30% and 60% design review.
- QA/QC – Perform internal review of 30% and 60% submittals.

B. Data Collection

- Site Visits – Perform engineering field visit for the project location during development of design.
- Existing Data Review - coordinate with CITY staff to obtain record documents, as-builts, utility plans, street plans, plats, existing easement information, and the like for the project area.
- Survey – Perform topographic survey of the improvement area. In addition, survey all the tennis courts to compare to surveys performed as part of a prior tennis court movement evaluation project performed by WPM.

C. Schematic Design Plans (30%)

- Provide a schematic plan view of the retaining wall improvements needed to stabilize the tennis court slab. Determine general dimensions of the heights and lengths of the improvements.

- Evaluate the northern and western walls and provide recommendations for future repair.
- Provide an initial construction cost estimate of the improvements for budgetary purposes.

D. Preliminary Design (60%)

- Prepare Preliminary Plans
 - Establish preliminary horizontal and vertical alignment of repairs.
 - Prepare cross-sections of proposed slab protection indicating the general orientation of the improvements with respect to the tennis courts.
 - Establish design concepts for repair of areas of poor drainage and erosion.
 - Locate utility crossings, adjacent utilities, and other improvements within a limit of twenty feet beyond the proposed improvements. Contact franchise utility companies such as gas, telephone, cable TV, and electricity to obtain record information for horizontal and vertical data for their facilities. Identify which utilities must be protected or relocated.
- Prepare a preliminary opinion of probable cost for the proposed solution. The purpose of the opinion is to confirm that the project is in general accordance with the construction budget. It is not a guarantee of the construction cost.
- Submit to CITY preliminary plan drawings. 60% plans submittal will contain Cover Sheet, Temporary Erosion Control and Tree Protection, General Notes, Typical Details, Plan, and Sections of the proposed improvements.
- Meet with CITY to review and discuss the preliminary plan drawings and engineering comments.
- Distribute preliminary drawings to local utility companies to obtain information regarding impacts to their facilities (If necessary).

II. Final Engineering Design

A. Project Management and Oversight

- Provide Project Management services including project coordination and communications with CITY, subconsultant coordination, monthly status updates, and maintaining a project schedule, assuming a 180 (calendar) day task order duration.
- Attend meetings with CITY which will include the 90% design review.
- QA/QC – Perform internal review of 90% and 100% submittals.

B. Final Design (90% and 100% Sealed Submittals)

- Meet with CITY to discuss the preliminary design submittal and incorporate comments from into final design plans.
- Finalize plan for proposed improvements.
- Revise preliminary plans and incorporate comments from CITY.
- Incorporate comments from the utility companies. If necessary, coordinate with utility companies to locate and uncover utilities which conflict with the proposed erosion control structure. Tie the location of uncovered utilities to the local control network.
- Incorporate standard details into the plans and prepare additional details as required.
- Prepare final technical specifications for the improvements.

C. Revise the quantity estimate and prepare a revised estimate of probable construction cost based on the final design of the project.

D. Assist in preparing final bid documents. CITY will provide standard contract documents for preparation of the project manual. The following information to be supplied by the Engineer shall include:

- One copy of the finalized technical specifications.
- Project specific information for use with CITY standard construction agreement form, including the notice to contractors, bid proposal and contract bid schedule forms.
- One electronic (pdf) set of final drawings for bidding.

E. Provide necessary Storm Water Pollution Prevention Concept Plans in accordance with CITY requirements.

III. Construction Administration

A. The Engineer will assist CITY in the advertisement for bids--prepare Notice to Bidders for required newspaper advertising to Purchasing Department.

B. Attend the pre-bid conference.

C. Attend the bid opening and provide tabulation and analysis of the bids received and furnish recommendations on the award of the contract or the appropriate action to be taken by CITY.

- Evaluate the lowest and second lowest bidder. Bid evaluation will include the contractor's:
 - Past work history

- Financial resources
 - Physical resources to produce the project
 - Provide a summary of the bid analysis to CITY for use in selection and award of the construction project.
- D. Assist CITY staff in conducting one pre-construction conference with the Contractor.
- E. Assist CITY in arranging for testing of materials and laboratory control during construction, which is to be conducted at CITY's expense.
- F. Perform two site visits to the site each month (maximum of 6 total visits) to observe the progress and the quality of work and to attempt to determine if the work is proceeding in accordance with the Contract Documents. If the Engineer is requested to visit the site more frequently, the requested visits shall be considered an Additional Service. In performing the services above, the Engineer will endeavor to protect CITY against defects and deficiencies; however, it is understood that the Engineer does not guarantee the Contractor's performance, nor is the Engineer responsible for supervision of the Contractor's operation and employees. The Engineer shall not be responsible for the acts or omissions of any person at the Project sites or otherwise performing any of the work of the Project.
- G. Review concrete mix design, samples, catalog data, shop drawings, laboratory tests, shop mill tests of material and test equipment and other submittal information to assure conformity with construction plans. Provide written responses to requests for information or clarification.
- H. Attend coordination meetings with contractors, inspection personnel, and City representatives.
- I. The Engineer will, with assistance from CITY Inspector on the project(s), prepare and process monthly and final pay requests from the Contractor(s) to CITY.
- J. Interpret intent of the drawings and technical specifications for CITY and the Contractor. Respond to contractor's verbal technical questions.
- K. Conduct, in company with CITY representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Contract Documents.
- L. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting the changes in the Project made during construction. The Engineer shall submit electronic (pdf) set of "as-builts" to the Engineering Inspector for review and approval.

SPECIAL SERVICES

IV. Field Survey – WPM will contract with Spooner Surveying for these services. Survey shall include the following:

- A. Limits of Survey : (please see “Attachment C” for more details)
- B. General Project details ~ Survey will horizontally and vertically locate visible surface features within the project area as shown on “Attachment C” and being more specifically detailed below.
 - Main project area cross sections and/or mapping will be collected generally at 50’ intervals and at all breaks in grade producing 1’ interval contours for a swath as shown on Attachment C.
 - Mapping will overlap onto the existing courts as shown.
 - Mapping will include individual trees that border the project on the west and north. 4” or larger will be located and tagged in this effort. Tag ID’s, common name and approximate trunk size will be noted on the survey.
 - If necessary, this estimate includes mapping geotechnical bore hole locations if those bores are completed prior to mapping the project.
 - Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
 - Terrestrial based 3D laser scanning will be utilized to capture mapping and improvements as applicable.

V. Geotechnical Engineering – WPM will contract with Reed Engineering for these services.

- A. Field Investigation – Considering the type of structures and anticipated site geology, it is recommended subsurface conditions be evaluated with 3 sample borings drilled. Borings will be extended to the limiting depth of the equipment. Boring depths of 35 feet are estimated for the purposes of this proposal. Based on site experience, the top of unweathered shale is located at depths of 40-50 feet. Borings will be sampled continuously to completion. Samples of cohesive soils will be obtained using three-inch diameter pushed tubes. Cohesionless soils (sands and gravels) will be sampled and evaluated in-situ by use of the Standard Penetration Test (SPT). Observations will be made in the open borings subsequent to drilling to evaluate ground water conditions. Borings will be backfilled with drill cuttings at the completion of field operations.
- B. Laboratory Investigation – Samples will be visually classified in accordance with the Unified Soil Classification System (USCS). Each type of cohesive soil will be evaluated for consistency by use of a pocket penetrometer test. Selected samples will be subjected to classification tests and tests to evaluate strength and deformation characteristics. Anticipated classification tests consist of Atterberg Limits, moisture content, and partial grain size determinations. Strength and deformation will be evaluated by use of unconfined compression tests.

- C. Engineering Services – The results of the field and laboratory investigations will be evaluated and presented with recommendations in a bound report. The report will address the following:
- Description of the soil and ground water conditions as they relate to the performance and construction of the project.
 - Foundation recommendations, if applicable.
 - Design considerations for construction in expansive soils
 - Lateral loads for design of the retaining structures.
 - Earthwork and testing recommendations.

ADDITIONAL SERVICES

Additional Services to be performed by Engineer, if authorized by CITY, which are not included in the above-described basic services, are described as follows:

- A. Assisting CITY with public meetings or hearings to inform residents;
- B. Performing title searches and examination of deed records;
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications;
- D. Providing full time site inspection during construction of the project;
- E. Performing designs for trench safety and retaining walls, etc. which are not included in the above Scope of Services;
- F. Revisions to plans as result of revisions after completion of original final design (unless to correct errors on the original plans);
- G. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including preparation of engineering data and reports for assistance to CITY;
- H. Assisting CITY in claims disputes with the Contractor(s);
- I. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement;
- J. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance other than listed in the above Scope of Services, and other assistance required to address environmental issues;
- K. Any Corps of Engineers work including but not limited to wetlands delineation, meetings with the Corps of Engineers staff, wetlands mitigation, or any other work not listed in the Scope of Services;
- L. Attending homeowners and/or Council meetings including preparation of all displays, reports, or other data for use at such meetings;
- M. Preparation of plans and/or specifications related to the relocation of utilities;
- N. Fees for permits and advertising;
- O. Flood plain reclamation plans;
- P. Consulting services by others not included in proposal;
- Q. Inspection and testing services during construction;
- R. Preparation and processing monthly or final construction pay estimates.
- S. USACE Section 404 Permitting
- T. Hydrologic & Hydraulic analysis

EXHIBIT "B" – FEE SCHEDULE

Phase	Fee
Design Services	\$45,855.00
Topographic Survey - for Retaining Walls	\$ 9,370.00
Topographic Survey - for Tennis Courts	\$ 4,775.00
Geotechnical Engineering	\$10,000.00
Total:	\$70,000.00

Exhibit 1

Wall Evaluation

Wall
Evaluation &
Design





309 Byers Street, #100
Eules, Texas, 76039
817-685-8448

www.spoonersurveyors.com

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between **Spooner and Associates, Inc.** ("Surveyor"), and **Walter P. Moore** ("Client/Owner") as of this **23rd** day of **June** in the year **2025**.

Project name: **Coppell Waggon Wheel Tennis Courts**
Spooners and Associates, Inc. S&A project No. 15045
Eric Spooner, RPLS Client project No.
309 Byers Street, #100 Estimate version **2**
Eules, Texas 76039
espooner@spoonersurveyors.com

Client/Owner:
George Marshall, PE, CFM (TX) / Senior Engineer
Walter P Moore
500 N. Akard St, Suite 2300, Dallas, Texas 75201
214.740.6277 p / gmarshall@walterpmoore.com / www.walterpmoore.com

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Surveyor and Client/Owner agree as follows:

ARTICLE 1 SCOPE OF SERVICES

Surveyor shall provide Client/Owner with services in connection with the Project as described in Scope of Services (Attachment A). Surveyor shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.

ARTICLE 2 SCHEDULE OF SERVICES

Surveyor shall start and complete work as set forth in the Scope of Services. Surveyor shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications, and other factors outside of Surveyor's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes, or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with Article 8.

ARTICLE 3 AUTHORIZATIONS TO PROCEED

Unless specifically provided otherwise in the Scope of Services, Client/Owner shall give Surveyor authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Surveyor commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.

ARTICLE 4 CLIENT/OWNER'S RESPONSIBILITIES

Client/Owner shall do the following in a timely manner so as not to delay the services of Surveyor:

- Designate in writing a person to act as Client/Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Surveyor's services for the Project. Surveyor may rely fully on information and instructions provided by Client/Owner's representative. Hereinafter, all references in this Agreement to "Client/Owner" mean Client/Owner or Client/Owner's Representative.
- Provide all criteria and full information as to Client/Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which Client/Owner will require to be included in the Drawings and Specifications.
- Assist Surveyor by placing at Surveyor's disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project, all of which the Surveyor may use and rely upon in performing the services under this Agreement.
- Give prompt written notice to Surveyor whenever Client/Owner observes or otherwise becomes aware of any development that affects the scope or timing of Surveyor's services, or any defect or nonconformance in the work of any contractor.

ARTICLE 5 PAYMENT FOR SERVICES

Client/Owner shall compensate Surveyor for services rendered according to the Fee Schedule (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with the Fee Schedule.

ARTICLE 6 PAYMENT TERMS

Client/Owner agrees to pay all fees within 30 days of the date of the invoice. Balances due over 90 days will be assessed an interest rate of 1.5% per month (18% per year). Client/Owner agrees to pay for any costs of collection including, but not limited to, lien costs, court costs, or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

ARTICLE 7 INVOICING

Detailed billings will be provided on a monthly basis.

- **FIXED FEE**

The invoices will be based on the Surveyor's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.

ARTICLE 8 MODIFICATIONS AND ADJUSTMENTS

If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Surveyor, or if Client/Owner has requested significant modifications or changes in the general scope, extent, or character of the Project, all rates, measures, and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised or modified to include supplementary service for any reason upon agreement of Surveyor and Client/Owner.

Client/Owner may modify the scope, extent, or character of the Project, necessitating modifications to the Scope of Services or Fee Schedule. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Surveyor and Client/Owner, and the Fee Schedule will be equitably adjusted to accommodate the changes. Any change to the Scope of Services or the Fee Schedule will be documented in a Contract Change Order, in the form attached hereto that will become a part of this Agreement. Should the Surveyor and Client/Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule, Surveyor shall have the right to terminate this Agreement as outlined in Article 9.

ARTICLE 9 TERM AND TERMINATION

Surveyor's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If Client/Owner fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Surveyor's services are delayed or suspended by Client/Owner for more than three months for reasons beyond Surveyor's control, Surveyor may, after giving seven days' written notice to Client/Owner, suspend or terminate services under this Agreement.

If payment is not received within 90 days of the date of invoice, Surveyor reserves the right, after giving seven days' written notice to Client/Owner, to suspend services to the Client/Owner or to terminate this Agreement. Surveyor shall not be liable to Client/Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should



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the Surveyor and Client/Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Article 8, Surveyor shall have the right to terminate this Agreement upon seven days' written notice to Client/Owner. Client/Owner may terminate this Agreement for any reason or without cause upon 30 days' written notice to Surveyor. If any work covered by this Agreement is suspended, terminated, or abandoned, the Client/Owner shall compensate the Surveyor for services rendered to the date of written notification of such suspension, termination, or abandonment

ARTICLE 10 LIMITATION OF LIABILITY AND RESPONSIBILITIES

The Client/Owner shall hold harmless and indemnify Surveyor from all losses, damages, costs, and expenses which Surveyor may suffer or sustain which result from acts or omissions of any contractor, subcontractor, supplier, or any of their agents, employees, or any other persons (except Surveyor's own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work. Excluding Surveyor's liability for bodily injury or damage to the property of Client/Owner, the total aggregate liability of Surveyor arising out of the performance or breach of this Agreement shall not exceed the compensation paid to Surveyor under this Agreement. Notwithstanding any other provision of this Agreement, the Surveyor shall have no liability to the Client/Owner for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the Surveyor, its employees, or subconsultants.

CLIENT/OWNER

Walter P. Moore

By: _____

Print: _____

Title: _____

Date: _____

ARTICLE 11 ASSIGNMENT

Neither Surveyor nor Client/Owner shall assign, sublet, or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interests, and responsibilities hereunder. Nothing in this paragraph shall prevent Surveyor from employing independent professional associates and consultants to assist in the performance of the services hereunder.

ARTICLE 12 RIGHTS AND BENEFITS

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client/Owner and Surveyor, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client/Owner and Surveyor and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data, or information prepared by Surveyor in conjunction with the services provided under this Agreement shall remain the sole property of Surveyor.

ARTICLE 13 SUCCESSORS

This Agreement is binding on the partners, successors, executors, administrators, and assigns of both parties.

ARTICLE 14 APPLICABLE LAW

The terms and conditions of this Agreement shall be governed by the laws of the principal place of business of the Surveyor. This Agreement, consisting of these pages together with the Attachments identified above, constitute the entire Agreement between Client/Owner and Surveyor and supersedes all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

SURVEYOR

Spooners and Associates, Inc.

By:  _____

Print: Eric Spooner

Title: President

Date: 06/23/2025

ATTACHMENT A "SURVEY ESTIMATE AND SCOPE"

Spooner and Associates, Inc. (S&A) will provide topographic and professional surveying services on the above mentioned project. The scope of work of the land surveyor shall be to supply all supervision, technical labor, equipment, services, tools, consumables, insurance, and pay any applicable sales/use taxes, and all other things required to perform land surveying in accordance with the technical requirements specified in this Estimate.

Project Name: 15045 Coppell Waggon Wheel Tennis Courts

Location of survey: (please see "Attachment C" for more details)

PROJECT OVERVIEW: The purpose of this survey is to locate and document visible and apparent information pertinent to the design and construction of retaining wall repairs and evaluate the vertical movement of existing tennis courts most recently surveyed in September of 2017.

SCOPE: MONITORING SURVEY OF TENNIS COURTS: The Surveyor will use existing control to perform an "existing condition survey" of the tennis court surfaces. 3D-Laser scanning technology will be implemented to capture elevations at the same positions captured in September of 2017. Deliverables will include CAD files and PDF matching the layout provided in 2017. All vertical benchmarks will be field verified with closed digital leveling and site control updated as necessary.

SCOPE: TOPOGRAPHIC SURVEY FOR RETAINING WALL DESIGN

Limits of Survey: (please see "Attachment C" for more details)

General Project details ~ Survey will horizontally and vertically locate visible surface features within the project area as shown on "Attachment C" and being more specifically detailed below.

- Main project area cross sections and/or mapping will be collected generally at 50' intervals and at all breaks in grade producing 1' interval contours for a swath as shown on Attachment C.
 - Mapping will overlap onto the existing courts as shown.
 - Mapping will include individual trees that border the project on the west and north. 4" or larger will be located and tagged in this effort. Tag ID's, common name and approximate trunk size will be noted on the survey.
 - If necessary, this estimate includes mapping geotechnical bore hole locations if those bores are completed prior to mapping the project.
- Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
- Terrestrial based 3D laser scanning will be utilized to capture mapping and improvements as applicable.

Right of Entry: The Surveyor will coordinate with the project Engineer to obtain right-of-entry (ROE) for mapping on this project. These services will be provided on the Surveyor's behalf prior to starting.

Texas811 OneCall Coordination: Prior to commencing any topographic fieldwork, the Surveyor will submit a utility locate request for the project limits to Texas811 (formerly Texas Excavation Safety System, Inc.) online at www.Texas811.org or by telephone at 811 or 800-344-8377. Marks set by Texas811 will be shown on our survey.

Private Franchise Utilities: We will locate and tie visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including but not limited to: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available, we will denote size, material type, pressure rating, line voltage and utility owner as applicable. Visible Texas811 markings will be shown on the survey.

City of Coppell Public Utilities: We will locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons and all other appurtenances. Our survey will denote size, material type and flow direction as applicable. We will locate top of

operating nut elevations for visible utility valves. Accessible utility manholes will be detailed identifying: structure size, material type, rim elevations, measure downs and corresponding flow line and top of pipe elevations for visible pipe wall penetrations. Upstream and downstream sanitary and storm sewer rim and invert data will be shown.

Building/Structure Details: The limits of structure, ground elevation adjacent to those limits, visible roof drain outfalls and finished floor elevation will be shown for all buildings and structures within the proposed survey limits.

Fence and Retaining Walls: We will provide location, height and material type for fences located within the project limits. Provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.

Right-of-Way and Property: Our survey will locate and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable. We will show lot, block, abstract number, adjacent street names and property address. City and County boundaries will be shown where applicable. Property owner and business names will be shown on the survey.

Roadways, and Improved Surfaces: Roadways, driveways, alleys and sidewalks will be located and identified on the survey. Existing width and composition of improved surfaces will be shown on the survey.

- Existing tennis court markings and signage will be identified on the survey.

Surface Drainage Features: We will locate and tie top, toe and flow lines of existing swales, channels and creeks with the project limits. Our survey will locate headwall and wingwalls and denote number, size, material type, flow line and top of pipe elevation for culvert conduit(s).

Trees, Shrubs, Landscaping and Irrigation: We will locate trees 4" or larger in diameter, shrubs and landscaping features and provide identification notes accordingly. We attempt to provide tree common name and caliper as measured approximately four feet off the ground. Major tree and brush lines will be delineated on the survey. Existing visible irrigation structures and planters will be located on this survey.

Methods and Precision

Basis of Control: Local municipal geodetic control, if available, otherwise the Allterra-VRS GPS system will be used to establish our horizontal and vertical values.

Project Coordinate System: Survey coordinates will be provided in a project modified State Plane "surface" position. The project scaling point and factor will be labeled and shown in CAD. Basis of control and all other pertinent details will be described in the CAD files and on the control description sheets.

Horizontal and Vertical Control Methods: Horizontal control will be established using RTK "base and rover" GPS methods. Horizontal control will have an accuracy of $\pm 0.04'$ at the time of survey. Vertical control will be leveled using a closed circuit digital level run. Vertical control will have an accuracy of $0.02'$ at the time of survey.

Data Collection: RTK GPS and robotic total stations will be used for a majority of this survey.

Deliverables Topographic Survey (Printed Deliverable)

CAD Format: AutoCAD 2024 format Civil 3D CAD files.

Project Scale: Mapping scale for topographic mapping will not exceed 40 scale on 24x36 sheets.

AutoCAD Deliverables: An electronic base map at 1:1 scale (base unit US Survey Foot) containing all pertinent topographic field data will be prepared.

- National CAD Standards drafting standards including layers and styles will be used.
- Text will be oriented with north being true reading West to East.
- The base map shall be in AutoCAD DWG format.
- PDF electronic copies of project supporting research.
- The Civil3D surface will be created and presented in Civil3D CAD format and on the printed topo deliverable. Additionally, a separate XML file will be provided to define the surface.

- DTM generated contours shall have one-foot minor and five-foot major intervals.
- UAV captured imagery will be used as a background in our deliverable.
- PDF electronic copies of all project research used to workup the project mapping which includes but is not limited to plats, deeds, right-of-way maps and provided utility maps.
- PDF electronic copies of all the Texas811 tickets and correspondence.
- PDF copy of all field notes.

Survey Base Map:

- 24x36 sheets or applicable size sheet showing existing surface conditions
- Signed and sealed PDF of the final survey. Paper copies are not included.

Survey Control and Material:

- 5/8" iron rods with cap and/or mag nails will be used as a control material.
- 4-Horizontal and vertical additional control points will be set within the project area. Where possible, control monumentation shall be located sufficiently away from the project limits so as not to be disturbed by construction activities. Existing 15045 control and benchmarks will be verified and updated as needed in this effort.
- All established main horizontal and vertical control along with pertinent calculations will be furnished in electronic (MS Word Document).

Point File: A comma delimited ASCII file showing point number, northing, easting, elevation and description shall be provided for all data collected on this project.

Field Sketches and Site Pictures: Applicable field sketches and site photographs depicting any special field information shall be provided in digital form.

Assumptions: Topographic Survey

Abstracting Services: This estimate does not include hiring an abstractor to conduct abstracting services for property, easement and right-of-way research. Current platting and/or deed information available at the County and information provided to the Surveyor by the client and/or owner will be used for this project.

Additional Project Services: This estimate includes mapping as shown on "Attachment C". Additional services requested beyond what is shown on Attachment C and/or detailed herein may result in a request for additional compensation.

Arborist Services: This estimate does not include the services of an arborist or licensed landscape architect to provide tree size and scientific name. The surveyor will make an attempt to approximately identify the common name and size of each project affected tree.

Construction Staking Services: This estimate does not include staking of any kind for the construction of this project. Project control will not be refreshed prior to the commencement of construction.

Texas811 Coordination: This estimate includes only one attempt to capture Texas811 markings. The services will be ordered 5 days prior to the survey start date. Markings not set by Texas811 prior to the time of field mapping collection will not be shown on the survey.

Public Utility Records Research: This estimate includes public utility records research. Recovered vault data will be delivered to the Designer/Owner in PDF format.

SUE Level C & D / Public and Private Franchise Alignments: This estimate includes placing underground public and private utility alignments on the face of the survey based on observed surface evidence and City vault data for public alignments. Texas811 markings will be used to locate private utility alignments.

Right of Entry: This estimate does not include right-of-entry services.

Subsurface Utility Investigation: This estimate does not include sub-surface excavation to confirm underground utility locations. All utility line work will be based on surface field evidence and provided record drawing research



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Euless, Texas, 76039
817-685-8448

www.spoonersurveyors.com

SUE Test Hole and Marker Locations: This estimate does not include the location and collection of data regarding test-hole locations or SUE markings locations performed by SUE contractors.

Soil Borings: This estimate does not include the location of soil borings performed by others.

Work Schedule:

Topographic Survey: The Surveyor will need 2 weeks to mobilize on the project from receipt of an executed contract. Once mobilized the Surveyor will require 3 weeks to complete field and office tasks. A total of 5 weeks is needed from receipt of an executed contract for preparation of survey deliverables.

ATTACHMENT B Fee Schedule

Coppell Waggon Wheel Tennis Courts - Survey Services

Client/Owner shall compensate Surveyor for services rendered in accordance with the following:

SURVEYING SERVICES

ITEM 1) Topographic Survey for Retaining Walls

\$9,370 Lump Sum Fee

ITEM 1) Topographic Survey for Tennis Courts

\$4,775 Lump Sum Fee

Thank you for this opportunity to work with your team, please do not hesitate to call me should there be any questions or concerns.

Spooner and Associates, Inc.

Eric Spooner, RPLS

ATTACHMENT C

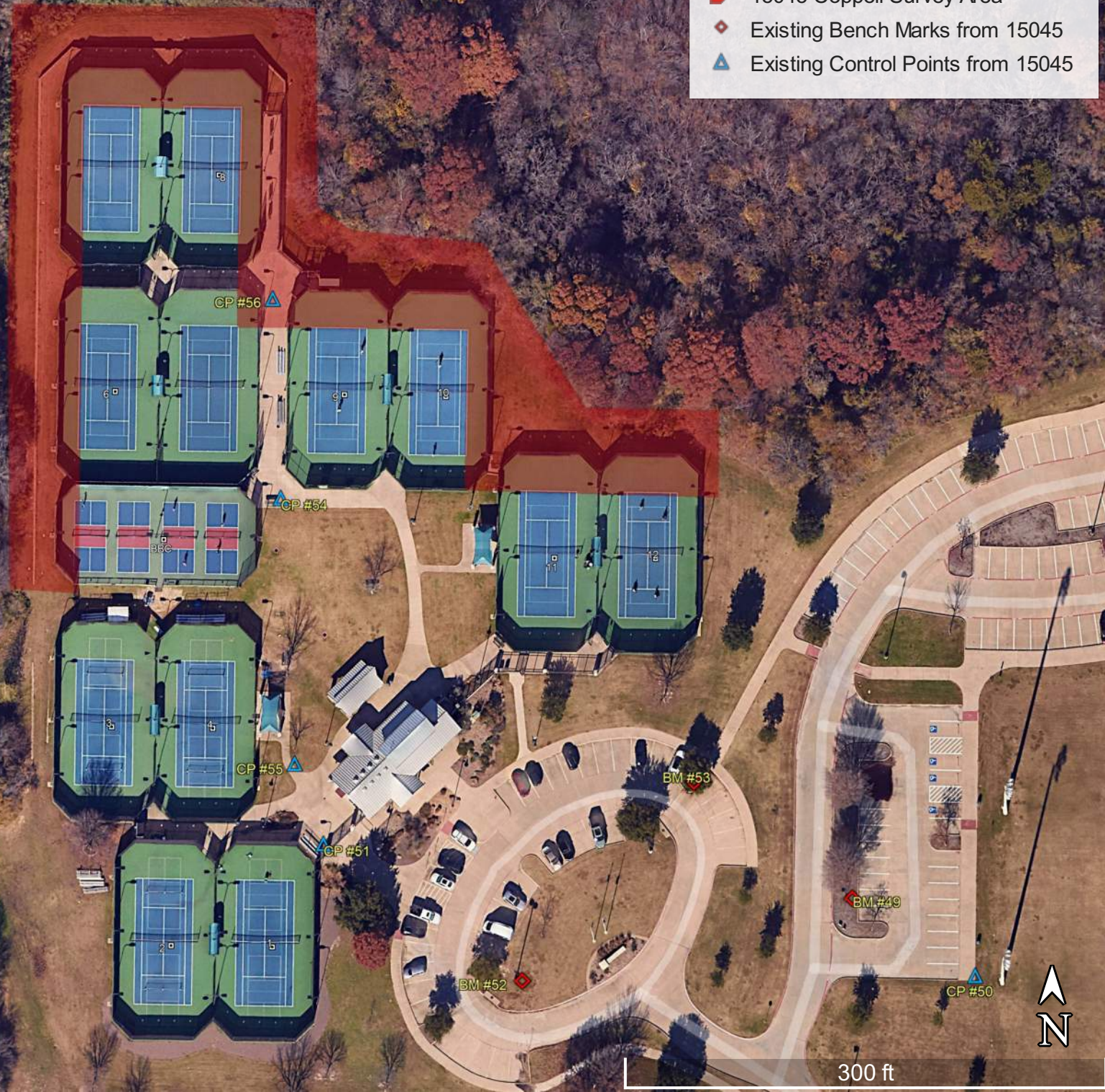
Coppell Tennis Courts
Retaining Wall Project Map

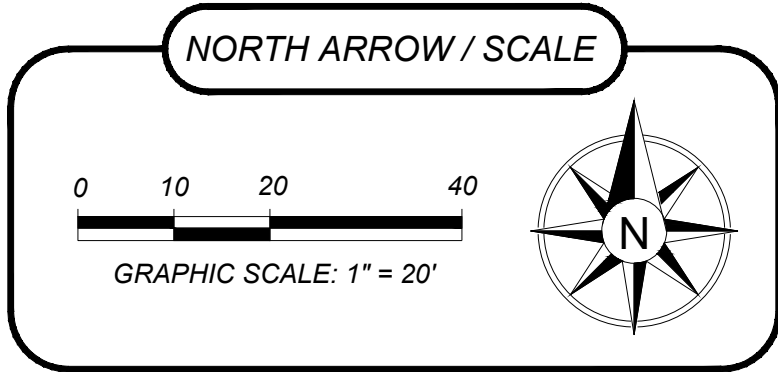
Legend

- 15045 Coppell Survey Area
- Existing Bench Marks from 15045
- Existing Control Points from 15045

Cottonwood Branch

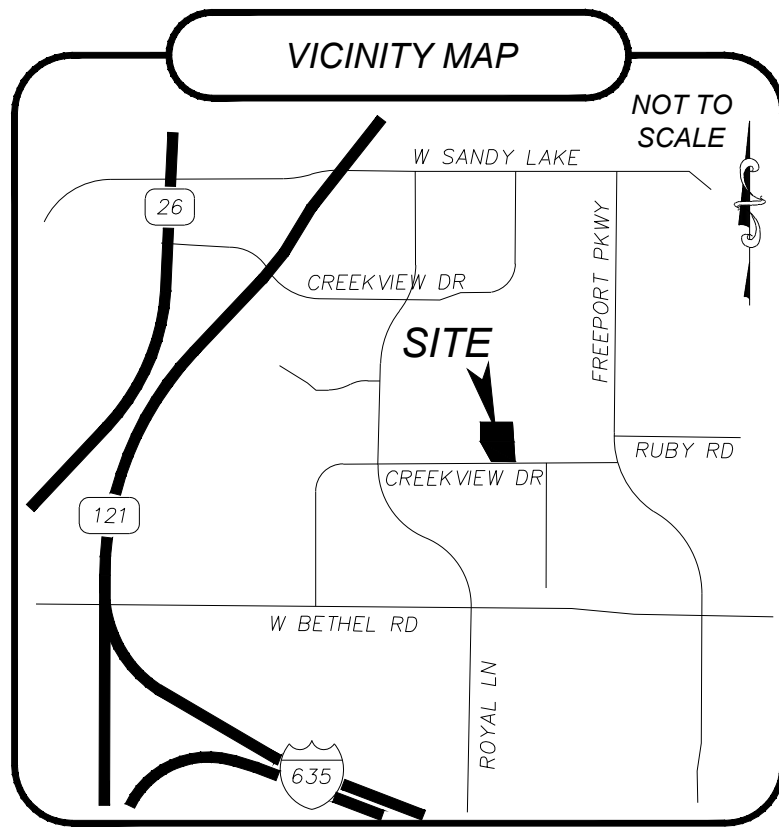
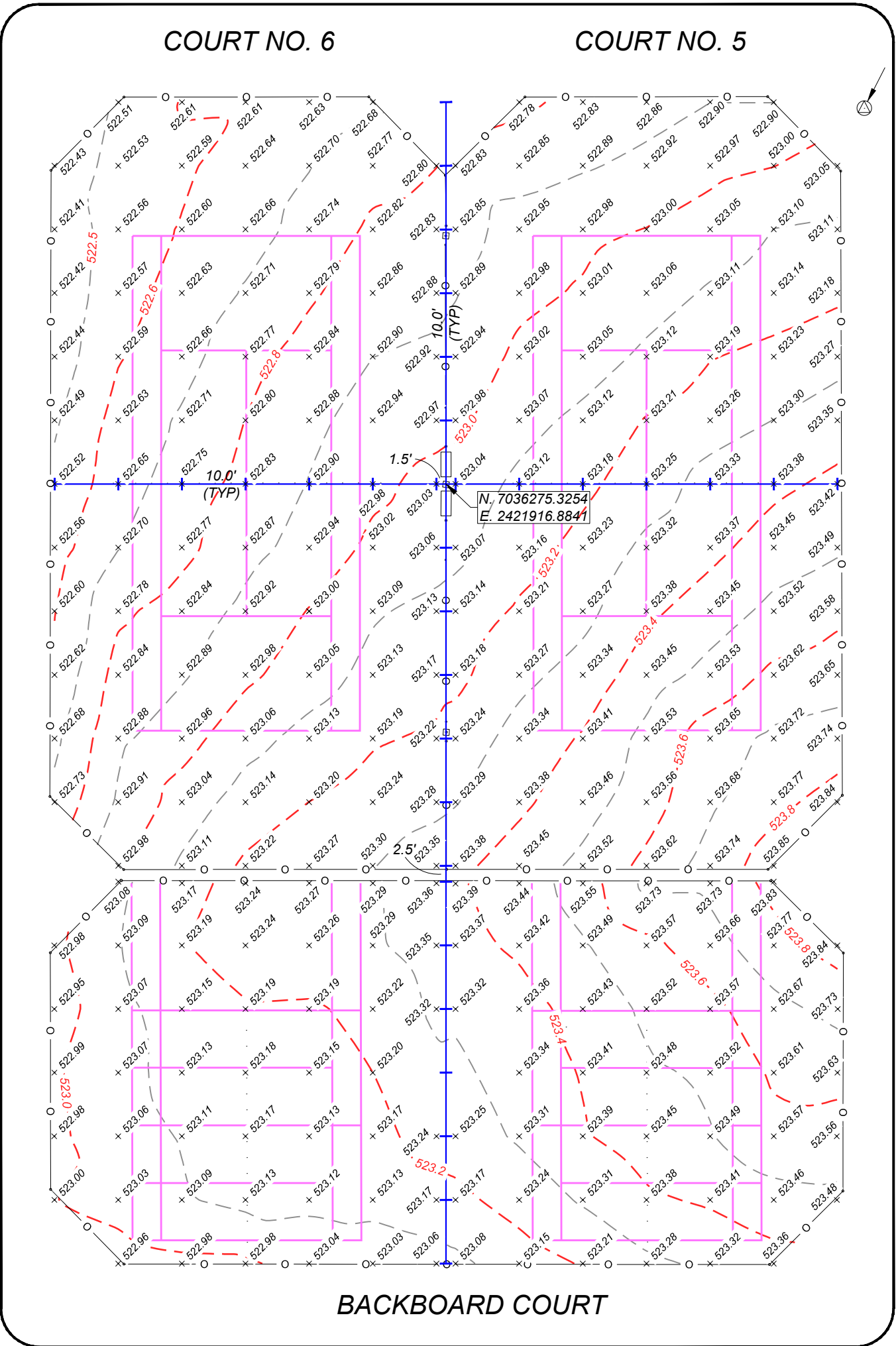
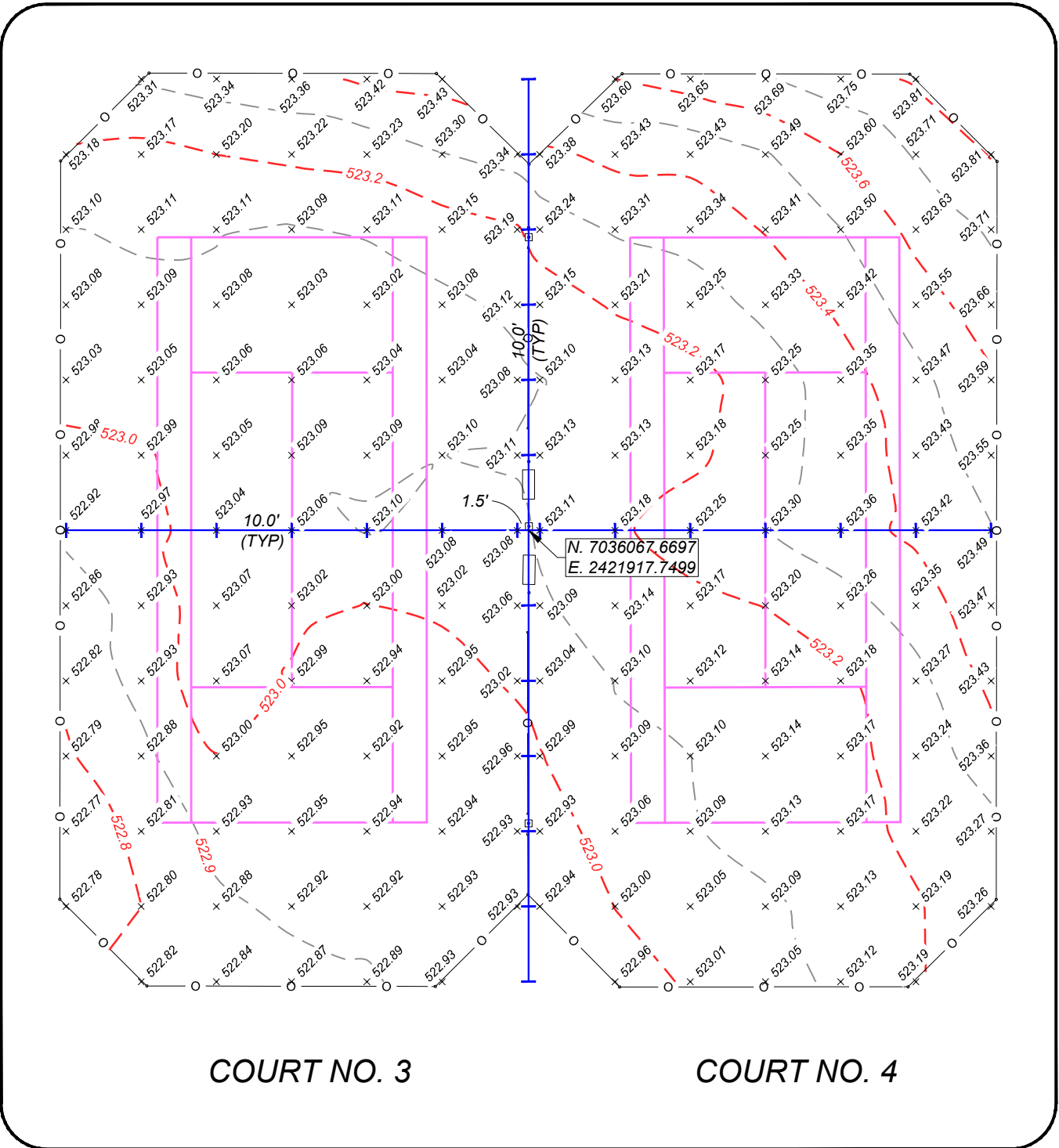
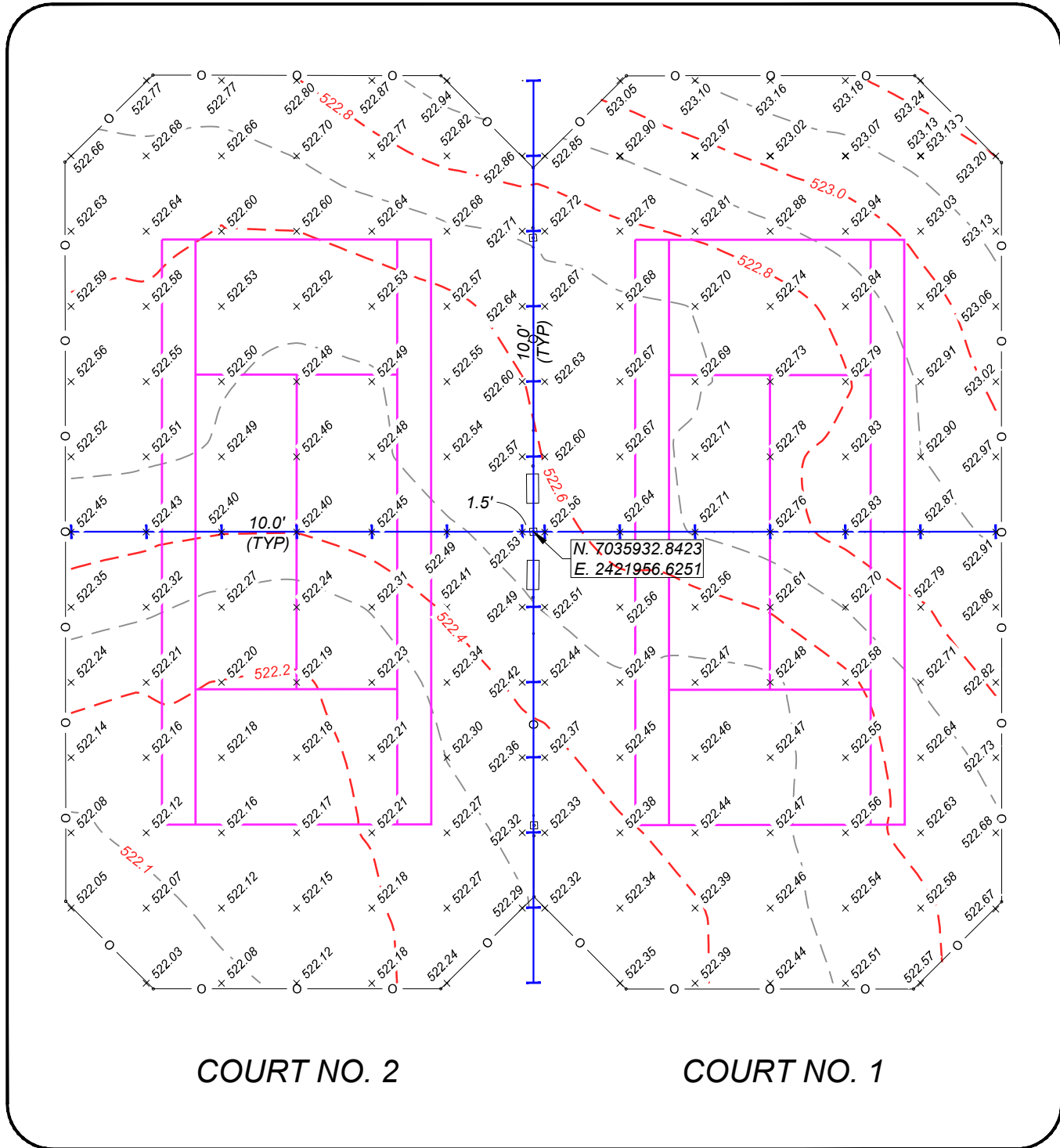
Google Earth





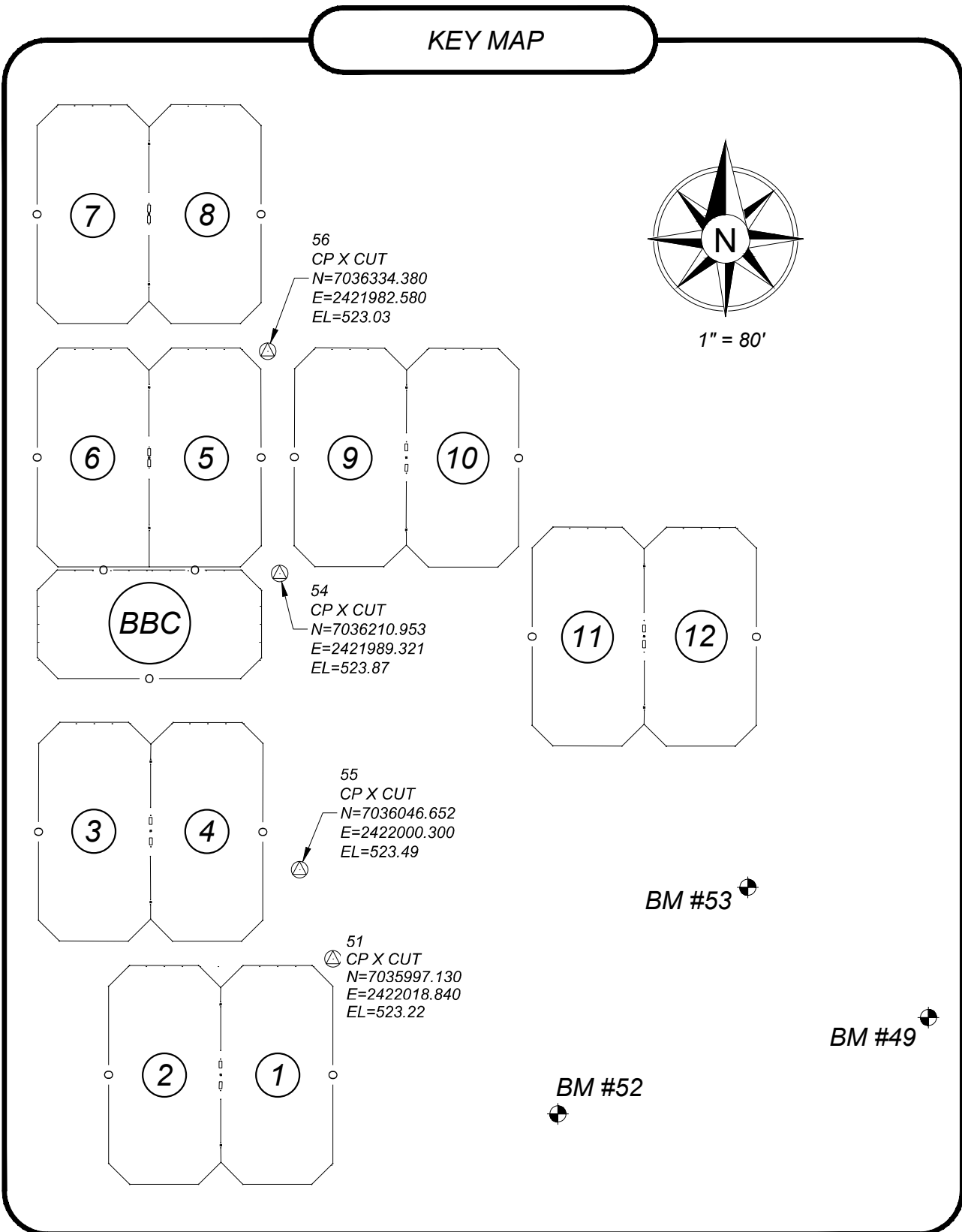
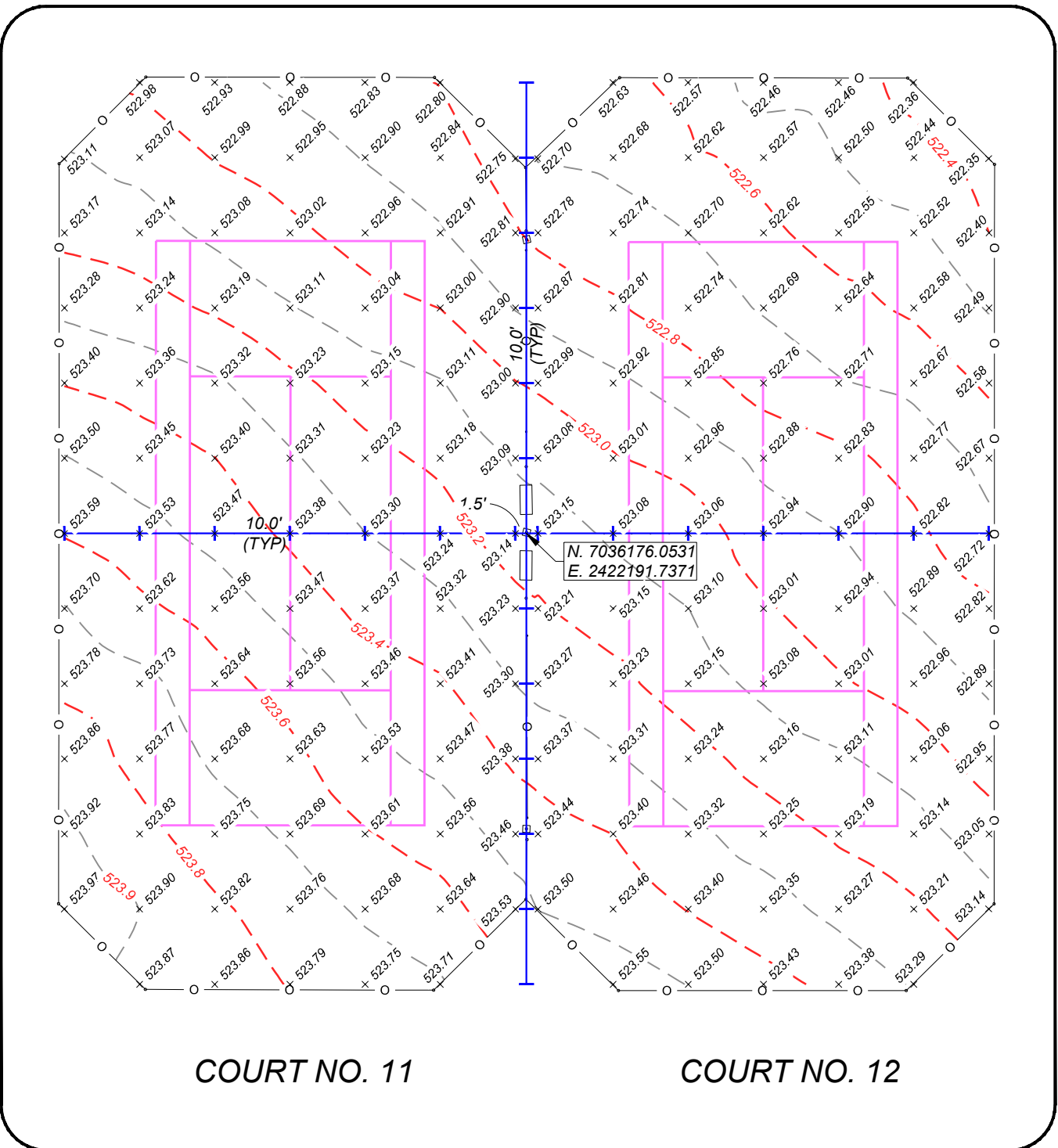
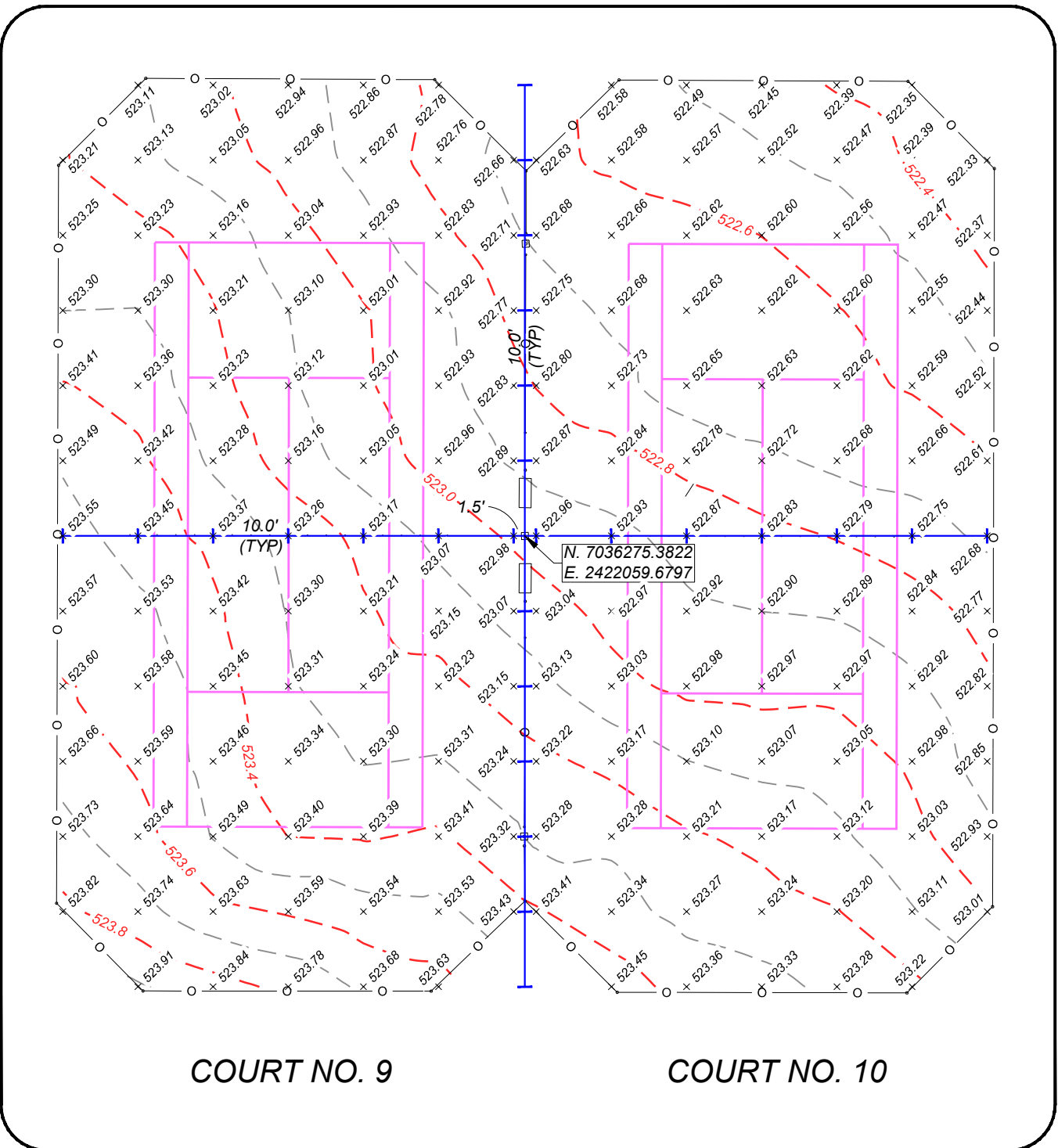
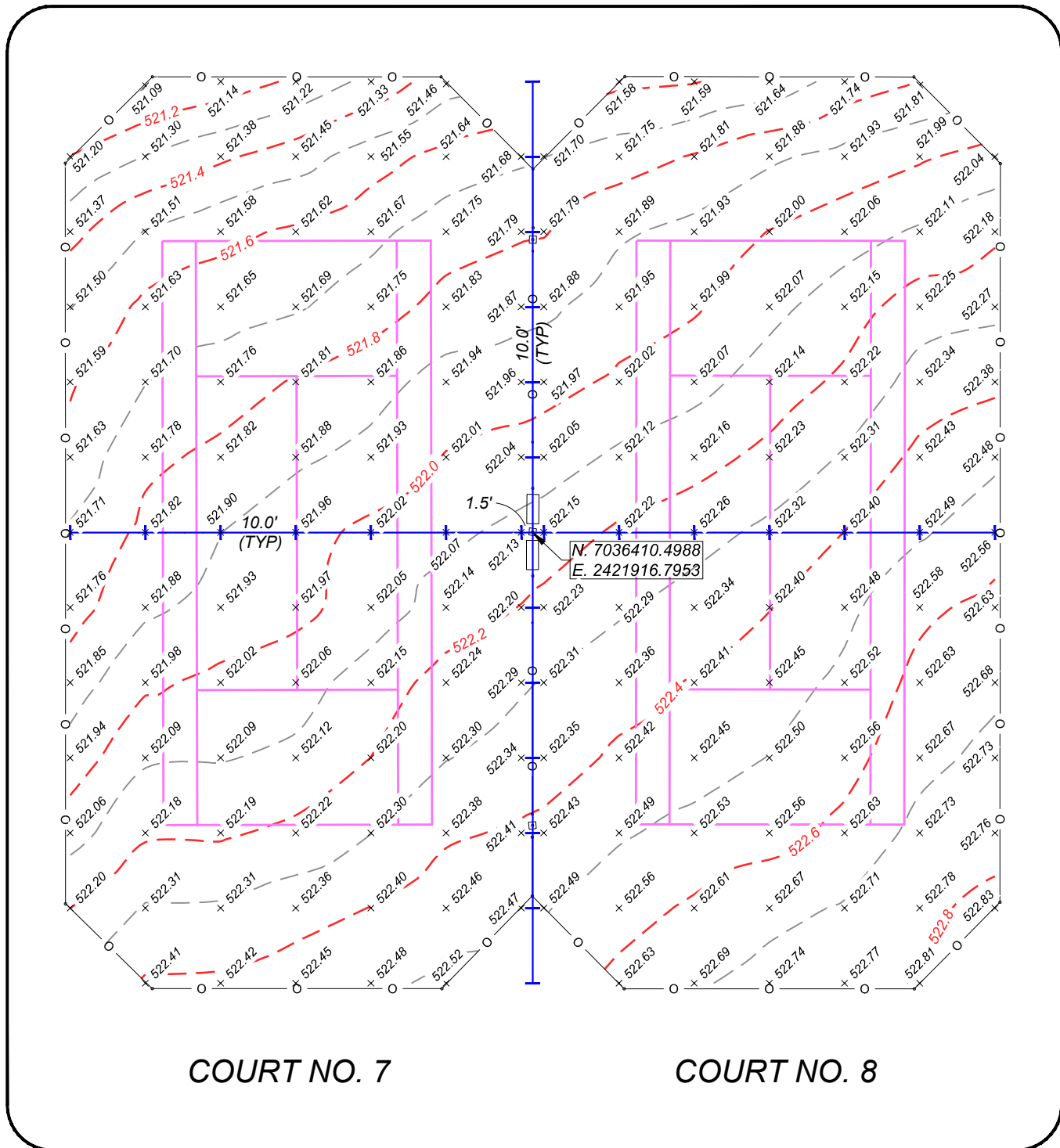
COORDINATE SYSTEM

THE COORDINATE SYSTEM USED FOR THIS SURVEY IS A LOCAL PLANE MODIFIED FROM NAD83 (2011) TEXAS STATE PLANE GRID, TEXAS NORTH CENTRAL, ZONE 4202. THE LOCAL PLANE WAS SCALED FROM GRID TO SURFACE AT N. 7036210.953, E. 2421989.321 USING A COMBINED FACTOR OF 1.0001469946.



GENERAL NOTES

- THE PURPOSE OF THIS EXHIBIT IS TO SHOW ELEVATIONS ACROSS THE EXISTING SURFACES OF THE TENNIS COURTS AT WAGON WHEEL TENNIS CENTER IN COPPELL, TEXAS AS OF 5-11-15.
- ALL ELEVATIONS USED TO GENERATE THIS EXHIBIT WERE ESTABLISHED FROM GPS RTK OBSERVATIONS WITH THE NORTH TEXAS VRS NETWORK (MAINTAINED BY WESTERN DATA SYSTEMS). THE ELEVATIONS OF ALL CONTROL POINTS AND BENCHMARKS SET FOR THE PURPOSES OF THIS EXHIBIT WERE VERIFIED USING A DIGITAL LEVEL. THE NORTH TEXAS VRS NETWORK MENTIONED ABOVE USES NAD83 (2011) AND NAVD88 ADJUSTMENTS PER NGS CORS MONUMENTS.
- THE TENNIS COURT SURFACES WERE CAPTURED AND MODELED USING 3D SCANNER TECHNOLOGY.
- THE COORDINATE VALUES SHOWN AT THE CENTER OF EACH SET OF COURTS REPRESENTS THE ESTIMATED CENTER OF THAT COURT AREA. EACH CENTER LOCATION WAS ESTIMATED USING THE EXISTING FENCES, LIGHT POLES, AND OTHER IMPROVEMENTS.
- THE SPOT ELEVATIONS SHOWN HEREON WERE PRODUCED ON A 10' x 10' GRID.
- THE FOLLOWING BENCHMARKS WERE ESTABLISHED ON-SITE AS DESCRIBED (SHOWN ON KEY MAP):
 - BM NO. 49 = BOX CUT ON LIGHT POLE BASE EAST OF ENTRANCE PARK ENTRANCE DRIVE, APPROX. 330' EAST FROM THE NORTHEAST CORNER OF TENNIS COURT #1.
2017 ELEV. = 523.66'
 - BM NO. 52 = BOX CUT ON LIGHT POLE BASE AT THE SOUTHERLY END OF THE OVAL DRIVE / PARKING LOT IN FRONT OF THE TENNIS COURT ENTRY BUILDING, APPROX. 125' EAST FROM THE SOUTHEAST CORNER OF TENNIS COURT #1.
2017 ELEV. = 523.51'
 - BM NO. 53 = BOLT ON FIRE HYDRANT AT THE NORTHERLY END OF THE OVAL DRIVE / PARKING LOT IN FRONT OF THE TENNIS COURT ENTRY BUILDING, APPROX. 287' EAST FROM THE SOUTHEAST CORNER OF TENNIS COURT #4.
2017 ELEV. = 521.49'



ELEVATION EXHIBIT OF:

TENNIS COURT SURFACE CONDITIONS
WAGON WHEEL TENNIS CENTER
COPPELL, TX

PRODUCED FOR:

WALTER P. MOORE
ENGINEERS AND
CONSULTANTS

SCALE: 1"=20'	DATE: 9/22/17
JOB #: 15-045	TECH: WAM
CHECKED BY: ESS	FILE: 15-045 COPPELL WAGON WHEEL TENNIS 2016.dwg