

STATE OF TEXAS §
§ AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Coppel, Texas (“City”) and Pacheco Koch, LLC, (the “Professional”) acting by and through their authorized representatives.

Recitals:

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

WHEREAS, the Professional desires to render professional services for the City in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue on as needed basis.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope Of Services

2.1 The Professional shall provide the services specifically set out in Exhibit “A”.

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

2.3 All materials and reports prepared by the Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits

prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule Of Work

The Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the "Work Schedule").

Article IV Compensation And Method Of Payment

4.1 The City shall compensate the Professional for the services by payment of a fee as set out in the schedule attached in Exhibit "B".

4.2 The Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion Of Time; Personnel; And Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

5.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

6.5 Amendments. This Agreement may be amended only by the mutual written agreement of the parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Coppell, Texas
Attn: City Manager
255 Parkway Blvd.
Coppell, Texas 75019
Facsimile No. (972) 304-3673

With copy to:

Bob Hager
Nichols, Jackson, Dillard, Hager & Smith
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201
Facsimile No. (214) 965-0010

If intended for Professional:
Pacheco Koch, LLC
Attn: D. Ryan Plasse, P.E., C.F.M.
7557 Rambler Road, Ste. 1400
Dallas, TX 75231

6.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

6.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY TO THE EXTENT ARISING FROM THE NEGLIGENT SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENCE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12 Audits and Records. The Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Professional's records relating to the

services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

6.13 Conflicts of Interests. The Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

6.14 Insurance.

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

EXECUTED this _____ day of _____, 2016.

City of Coppell, Texas

By: _____
Clay Phillips, City Manager

Approved as to form:

By: _____
Bob Hager, City Attorney

EXECUTED this _____ day of _____, 2016.

Professional

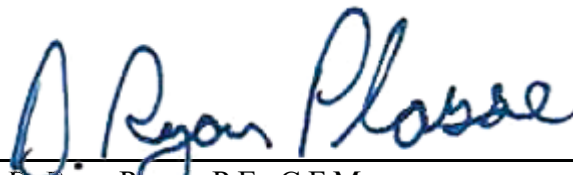
By:  _____ August 26, 2016
D. Ryan Plasse, P.E., C.F.M.
Principal, Pacheco Koch

EXHIBIT “A” SCOPE OF SERVICES

CITY OF COPPELL SERVICES AGREEMENT

PROJECT DESCRIPTION:

Tributary G-1 within Hunterwood Park has experienced channel incising and bank/slope failures within the eastern portion of the park. The project scope includes conceptual, preliminary, and final construction documents to provide natural creek stabilization for approximately 600 feet of stream in the eastern portion of the park. The design services will include the following:

- Natural creek stabilization, approximately 600 feet of stream
- Grade control structures throughout the park to help prevent future channel incising
- Storm sewer extension of a 60” RCP, approximately 100 feet
- Natural trail from Melinda Street to Anderson Avenue, approximately 2,250 linear feet total, located on both sides of the creek.

The attached Exhibit “C” shows the location and extents of the proposed improvements. The services to be provided for this project include; project management, topographic/tree surveys, geotechnical investigations, environmental permitting, development of conceptual construction plans, development of preliminary construction plans, development of final construction plans and special specifications.

BASIC SERVICES:

A. SCHEMATIC DESIGN (35% Milestone) – Schematic design plans will be developed for approximately 600 feet of stream, 100 linear feet of 60” storm sewer extension and 2,250 linear feet of trail. Bank stabilization measures will try to limit impacts to jurisdictional waters to less than 500 linear feet to avoid preconstruction notification to the USACE. It should be noted, each side of the stream is accounted for as separate linear footage.

1. Prepare schematic construction plans. The followings sheets for the anticipated phase and engineering scale indicated:
 - Cover Sheet
 - Creek stabilization plan sheets. Scale 1”=20’.
 - Typical cross-section and detail sheet.
 - Storm Sewer plan sheets. Scale 1” = 20’.
 - Trail plan & Schematic Routing. Scale 1”=20’Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Coppel project manager.
2. Walk the site with the City to review creek stabilization alternatives and constructability.
3. Coordinate special services for topographic/boundary survey, geotechnical boring and testing and environmental services.

4. Submit two (2) full size sets of schematic design plans and statement of probable construction cost to the City for review.

B. PRELIMINARY DESIGN (65% Milestone)

1. Prepare Preliminary construction plans. Prepare the following sheets for the anticipated phase and at the engineering scale indicated:
 - Cover sheet
 - Project layout control sheet(s). Scale 1"= 40'.
 - Quantity sheet.
 - Creek stabilization plan & profile sheets. Scale 1"=20'.
 - Typical cross-section and detail sheet.
 - Storm Sewer plan & profile sheets. Scale 1" = 20'.
 - Stream grade control structure plan with typical sections and details. Scale 1"=20'.
 - Construction erosion control plan sheet(s). Scale 1"= 20'.
 - Trail plan & profile sheets. Scale 1"=20'

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Coppell project manager.

2. Coordinate with affected utilities such as water, sewer, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare an outline list of special technical specifications needed for the project (if any).
4. Submit two (2) full size, two (2) half size and an electronic set of Preliminary plans, outline list of special technical specifications, Geotechnical investigation and Preliminary statement of probable construction cost to the City departments for review.
5. Provide an electronic (PDF format) half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections and bank stabilization plan & profile sheets.
6. Meet with City of Coppell staff to discuss comments on Preliminary plans, special technical specifications and cost estimates.

C. FINAL DESIGN (100% Milestone)

1. Revise preliminary plans incorporating comments from the City of Coppell.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit one (1) full size, one (1) half size and an electron set of final plans, special technical specifications and final statement of probable construction cost to the City for review.
8. Provide an electronic (PDF format) half size set of final utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise

- utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections and creek stabilization plan & profile sheets.
9. Incorporate City final comments into the plans.
 10. Submit final sealed plan.

SPECIAL SERVICES:

A. STAKEHOLDER COORDINATION

1. Attend a project kick-off meeting with the City's staff to review channel improvement alternatives and trail alignment.
2. Attend one (1) Park Board Meeting with the City's staff to review the proposed improvements within the Hunterwood Park.
3. Attend one (1) public meeting with the City's staff and other stakeholders to review the proposed improvements within the Hunterwood Park. A graphic showing the proposed improvements will be prepared for the meeting.
4. Attend one (1) Coppell Recreation Development Corporation Meeting with the City's staff to review the proposed improvements within the Hunterwood Park.
5. Attend up to two (2) City Council Meetings with the City's staff to review the proposed improvements within the Hunterwood Park.
6. Attend up to four (4) project progress meetings with City's staff during the design phase of the project.

B. TOPOGRAPHIC SURVEY - All survey work to be performed will be conducted in a 100-foot corridor for the bank stabilization improvements, a 20-ft corridor along the trail alignment and a 50-ft corridor along the storm sewer alignment according to the following criteria

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Coppell control network.
2. Establish temporary horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. OnCor Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. TREE SURVEY AND CONDITIONS ASSESSMENT

1. A Landscape Architect will GPS locate trees 6" and larger in areas that will be affected by the proposed repair/improvements. Each tree will be located on the topographical survey, and included in a table showing size, species, condition and recommendation for preservation or mitigation, if applicable.

D. FLOODPLAIN HYDRAULIC ANALYSIS

1. Drainage analysis of Tributary G-1 will be conducted during the preliminary design phase to aid in the impacts of the proposed improvements on Tributary G-1 floodplain. The analysis will include preparation of the following:
 - Update the existing FEMA HEC-RAS hydraulic model with the proposed improvements.
 - A memorandum documenting the drainage analysis and proposed impacts on Tributary G-1.

E. ENVIRONMENTAL PERMITTING

1. **Cultural Resources Assessment** – Subconsultant will conduct a desktop cultural resource review to evaluate the site in accordance with Section 106 of the National Historic Preservation Act (NHPA), and Antiquities Code of Texas as appropriate. A letter report summarizing the findings of the desktop cultural assessment and recommendation for additional work if necessary. Please note: A site visit is not included and will not be conducted for the purpose of the cultural resource review: should a regulatory agency require a site visit and/or work beyond a desktop review, an intensive level investigation may be necessary.
2. **Permitting Assistants** – It is anticipated that a Nationwide 13 (Bank Stabilization) permit with no preconstruction notification will be utilized for this project. If proposed improvements exceed 500 linear feet or 1 cubic yard per linear foot of bank stabilization, preconstruction notification would be required. Permitting assistance and coordination will be provided on a time and materials basis.

F. GEOTECHNICAL INVESTIGATION - Perform geotechnical investigation for proposed design in the project area. Submit one copy of the geotechnical report to the City with preliminary design plans. The geotechnical investigation/report will be performed by a sub-consultant. The geotechnical report shall include, but not limited to the following:

1. **Field Investigation** – A subsurface investigation consisting of five (5) soil borings will be drilled at the northeast corner of the park, two (2) samples at the top of bank and two (2) samples in the channel bottom to a depth of up to 50 feet or 5 feet into unweathered rock.
 - Groundwater will be recorded during drilling and at the completion of drilling. After completion of the observations, the borings will be backfilled with cuttings and topped with bentonite chips.
 - An engineering geologist will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.
 - Boring locations will be staked using normal taping procedures. Approximate locations will be shown on the plans. Precise surveying of boring locations and elevations is not included.
2. **Laboratory Testing** – Laboratory testing, of the recovered samples, will be performed to evaluate soil classification, strength, expansiveness and other characteristics of the subsurface materials to provide engineering analysis and

prepare recommendations for the proposed remediation. We anticipate the laboratory testing may include, but are not limited to, the following:

- Moisture Content
- Atterberg Limits
- Dry Unit Weight
- Percent Passing the No. 200 Sieve
- Unconfined Compressive Strength of Soil and Rock
- Direct Shear

Testing will be in general accordance with ASTM or TxDOT procedures. The specific types and quantities of tests will be determined based on subsurface conditions encountered in the borings.

3. **Geotechnical Engineering Services** – The engineering report will be sealed by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. Information to be provided is as follows:

- Site history regarding past site development, if information is available
- A description of site geology
- Soil and groundwater conditions encountered at the boring locations
- Engineering properties of any fill materials encountered
- Seismic site classification based on the International Building Code (IBC 2012), Section 1613.5.2
- Slope safety discussion for temporary excavations
- Recommendations for creek/bank stabilization
- Recommendations for lateral earth pressures for bank stabilization
- Recommendations for external stability for bank stabilization including allowable bearing capacity, active earth pressures, recommendations regarding calculation of surcharge loads and recommendations for sliding resistance including passive earth pressure for key below bottom of wall
- Earthwork recommendations, including material and compaction requirements
- Construction considerations related to soil and groundwater conditions at the sampled locations
- A plan indicating the approximate location of the soil borings on the site
- A log of each boring identified by a specific boring number that defines the thickness of each stratum, material description, soil classification, groundwater information and laboratory test results data.

G. STRUCTURAL ANALYSIS

1. Develop typical storm sewer headwall and drop structure typical sections and details. Structural analysis to be performed by a sub-consultant.

H. CONSTRUCTION ADMINISTRATION

1. After selection of Contractor(s) and award of contract(s) by the **City**, the **Engineer** will assist in the preparation of contract documents, including contract, performance, payment, and maintenance bonds and all other related **City** forms required to initiate construction on the project(s).

2. **Engineer** will arrange a pre-construction conference with **City** staff, Contractor(s), and all affected utility companies.
3. **Engineer** will provide periodic field representation and will monitor construction progress as often as **Engineer** deems necessary. However, once every two (2) weeks the **Engineer** shall attend a scheduled meeting with the project inspector and the Contractor(s) to discuss the construction progress. A written report shall be provided to the **City** after each of these bi-weekly meetings.
4. **Engineer** will consult and advise the **City** regarding the need for any contract change orders and will prepare change orders as required for **City** approval.
5. **Engineer** will be available for interpretation of plans and specifications as may be required by the Contractor(s) in the field.
6. The **Engineer** will, with assistance from the **City Inspector** on the project(s), prepare and process monthly and final pay requests from the Contractor(s) to the **City**.
7. **Engineer** will provide, in conjunction with the **City**, a final inspection of the project and provide a “punch list” of deficient items to the Contractor(s).
8. **Engineer** will revise construction drawings as necessary to adequately reflect any revisions in the construction from that which was represented on the plans and/or specifications.

Engineer will provide the **City** with one (1) set of mylar reproducible “Record Drawings” within 30 days after the completion of the project including updated digital files of the new construction for use in the **City’s** computerized mapping system.

I. TAS/TDLR COORDINATION

1. Engineer will coordinate with the proper Texas Department of Licensing and Regulation (TDLR) authorities and plan reviewer in order to have the proposed plans and construction be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.

END OF EXHIBIT 'A'

EXHIBIT 'B'
COMPENSATION AND METHOD OF PAYMENT

Hunterwood Park – Creek Stabilization and Trail Improvements

COMPENSATION:

For all professional services included in ATTACHMENT 'A', Scope of Services, the CONSULTANT shall be compensated a maximum fee not to exceed **\$ 160,568.00** as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A.	Schematic Design (35% Milestone)	\$ 17,430.00
B.	Preliminary Design (65% Milestone)	32,025.00
C.	Final Design (100% Milestone)	<u>14,910.00</u>
BASIC SERVICES SUBTOTAL		\$64,365.00

Special Services (Not to Exceed)

E.	Stakeholder Coordination	7,420.00
F.	Topographic Survey	22,640.00
G.	Tree Survey and Conditions Assessment	4,040.00
H.	Floodplain Hydraulic Analysis	8,930.00
I.	Environmental Permitting	19,240.00
J.	Geotechnical Investigation	15,983.00
K.	Structural Analysis	3,500.00
L.	Construction Administration	9,620.00
M.	TAS/TDLR Coordination	1,980.00
M.	Reimbursables (Not to Exceed)	<u>2,850.00</u>
SPECIAL SERVICES SUBTOTAL		\$96,203.00

TOTAL \$160,568.00

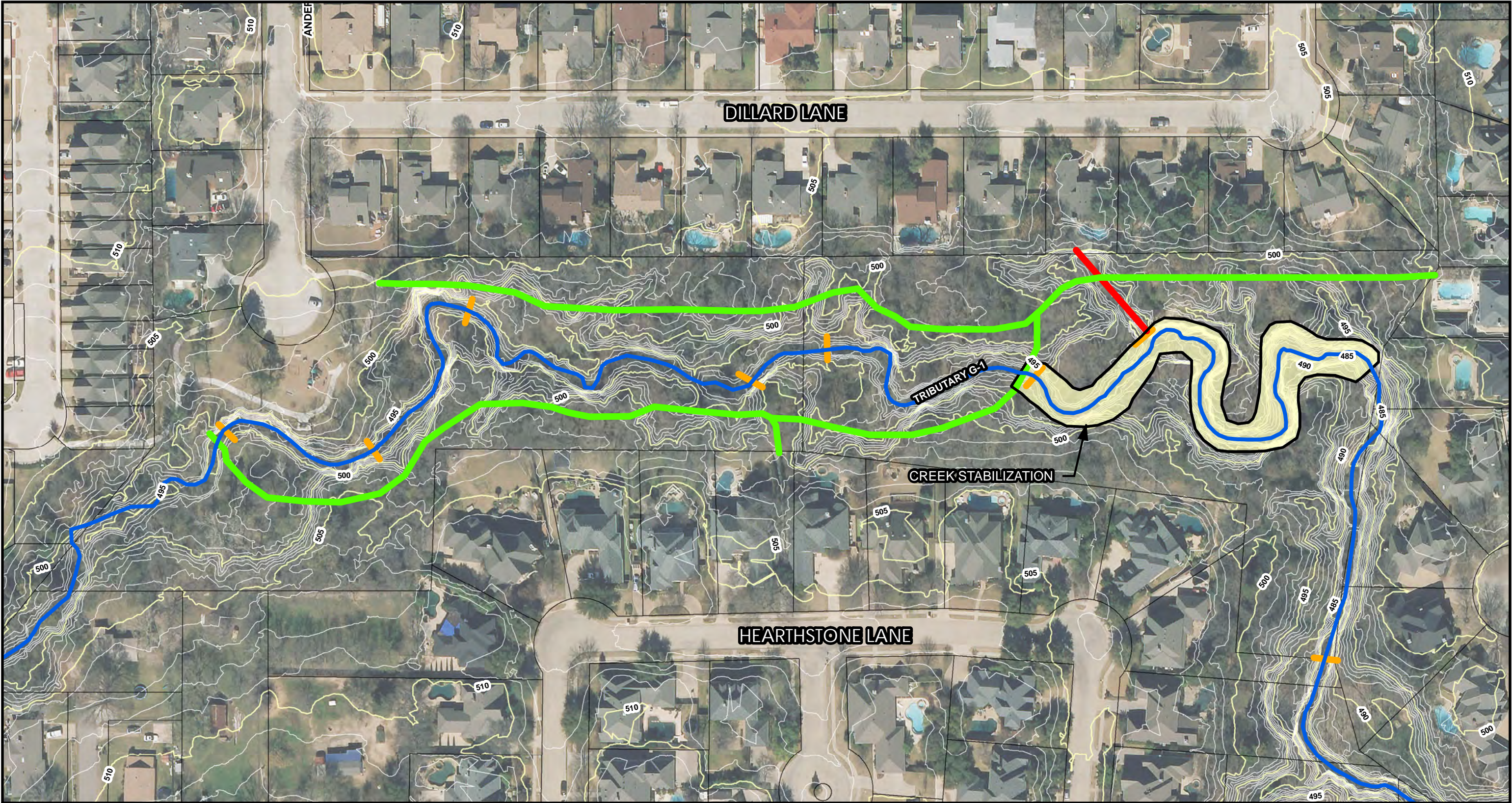
METHOD OF PAYMENT:

Basic Services shall be paid the lump sum amount not to exceed \$64,365.00. Special Services shall be paid based on the invoiced amount or cost incurred not to exceed the maximum amounts in the project budget with total payment not to exceed \$96,203.00.





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

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct reimbursable expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



PROPOSED IMPROVEMENTS

-  TRAIL IMPROVEMENTS
-  STORM SEWER EXTENTION
-  GRADE CONTROL STRUCTURE
-  CREEK STABILIZATION

NOTE

DATUM

NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202

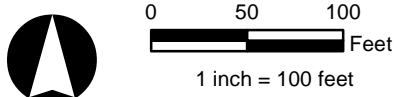


EXHIBIT 'C' - PROPOSED IMPROVEMENTS

HUNTERWOOD PARK
COPPELL, TEXAS

August 17, 2016

