

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AGREEMENT FOR PROFESSIONAL SERVICES
CHATMAN STREET PAVING REPLACEMENT**

This Agreement for Professional Services (“Agreement”) is made by and between the City of Hutchins, Texas (“City”) and Schaumburg & Polk, Inc., a Domestic Corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in engineering services to design approximately 2,400 linear feet of new concrete street to replace an existing asphalt street and as described in the attached Scope of Work. The proposed improvements begin at the intersection with JJ Lemmon Road and extend east to the curve at the beginning of Main Street.(the “Project”) on the terms and conditions set forth in this Agreement; and

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

NOW THEREFORE, in consideration of 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 Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

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 deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. 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 Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and

professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be. . If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.5 Deliverables. All files, documents, data and other information generated under this Agreement, of any nature whatsoever furnished by, or developed by Professional, shall be and remain the property of City.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed

monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services 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.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

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 services 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 within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

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 Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

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

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

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 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 without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended 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 affect 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 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, 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 or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

City of Hutchins, Texas
Attn: James W. Quin
City Administrator
321 North Main Street
P. O Box 500
Hutchins, Texas 75141
Phone: (972) 225-6121

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Professional:

Schaumburg & Polk, Inc.
Attn: Donna L. Manhart, P.E.
2201 N. Central Expressway, Suite 205
Richardson, TX 75080
Phone: (972) 864-8200

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability 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 \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage; 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 with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation 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, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City of Hutchins.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of Hutchins of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

6.12 Indemnification. **PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM PROFESSIONAL'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO PROFESSIONAL'S LIABILITY.

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.

6.13 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.

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

6.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.16 Lone Star Infrastructure Protection Act Verification. . If under this Agreement, Professional is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Professional verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional, nor any of its sub-contractors (i) is owned

or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

6.17 Anti-Terrorism Verification. Professional hereby represents and warrants that at the time of this Agreement neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a Company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2024

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(04-27-2023:TM 134788)

EXECUTED this 4th day of APRIL, 2024.

Schaumburg & Polk, Inc.


By: 
Name: James F. Waldbauer, P.E.
Title: Vice President

EXHIBIT "A"

SCOPE OF WORK

**EXHIBIT A
ENGINEER'S SCOPE OF WORK**

**CITY OF HUTCHINS
CHATMAN STREET PAVEMENT REPLACEMENT
JJ Lemmon Road to Main Street**

Schaumburg & Polk, Inc. (SPI) is pleased to present this proposal for professional civil engineering services to design pavement replacement for Chatman Street. The general scope of work for this project is to design approximately 2,400 linear feet of new concrete street to replace an existing asphalt street. The proposed improvements begin at the intersection with JJ Lemmon Road and extend east to the curve at the beginning of Main Street. Proposed pavement areas will be designed without curbs generally to match the existing pavement width and profile. The intent is to match the existing elevations of the six intersection streets and driveways at the edges of the new street. The location and limits of this project is provided on Exhibit B.

SPI proposes to complete the Engineering Services in accordance with the Basic Scope of Services shown below.

A. BASIC SCOPE OF SERVICES

The surveying, design, and construction phase services to be provided under this agreement are described below.

1. SURVEYING SERVICES

Provide detailed topographic survey for project with control. These surveying services will include identifying horizontal location, vertical location, existing above ground features, and visible utility appurtenances throughout the project area, as needed for design. Typical detailed surveying services include:

- a) Establishment of a control network required for topographic survey. Unless otherwise required, horizontal datum will be NAD 83 and vertical datum will be NAVD 88.
- b) Identify properties by subdivision, lot number, street address and/or business name.
- c) Tie control points to as-built plans for correlation of datum, if required.
- d) Locate iron rods pertinent to project corridor.
- e) Locate and tie down existing pavement edges, driveways, sidewalks, ramps, and street intersections along and throughout the project corridor.
- f) Tie down fences, mail boxes, and other above ground ancillary features throughout the project corridor.
- g) Tie down visible water line appurtenances such as water valves, water meters, and fire hydrants.
- h) Tie down visible sanitary sewer line appurtenances such as cleanouts and manholes, including flowlines.
- i) Tie down drainage structures, drainage inlets, swales, and creeks, including flowlines.

- j) Contact Texas 811 to request locates of franchise utilities within the project limits. Franchise utility location graphical representations, as available, will be included on plan submittals that show survey information.
- k) Tie down underground utilities exposed by others where necessary to facilitate design.
- l) Tie down trees, shrubs and landscape features located within the project area. However, a Tree Mitigation Plan is not included in this proposal.
- m) Clean up topographic information and prepare base maps for the roadway improvement corridor.

2. DESIGN SERVICES

- a) Arrange a site visit to verify, inventory and document existing facilities and conditions as well as identify site opportunities and constraints.
- b) Arrange, schedule, and attend conferences, if needed, with applicable utility services within the project limits including, but not limited to, Atmos Energy, ONCOR Electric, AT&T, Frontier, Brazos Electric, North Texas Municipal Water District, City IT Fiber, and Hutchins ISD as necessary to complete the preliminary design.
- c) Research and review previously prepared construction plans, record documents, land records, and other pertinent documents on file in the county real property records, at the City Engineering Department, and other relevant agencies. Research county records for dedications not filed by plat that could encumber portions of the project.
- d) Accurately compile survey information to develop a complete and accurate base map showing existing Right-of-Way (ROW), easements, and utilities.
- e) Provide a geotechnical scope of work and obtain a geotechnical report describing existing soil conditions and making design recommendations for applicable improvements such as pavement and other project improvements.
- f) Prepare and submit an OPCC in Excel format with a 20% contingency. The OPCC shall be appropriate for a 30% design and shall be sufficient to plan for a construction budget for the project.
- g) Prepare and submit 30% Design Submittal to include plans and documents with sufficient detail to indicate relevant alignment issues, design issues, potential utility conflicts, ROW constraints, impacts to adjoining property, constructability, significant stands of trees, other natural features, floodplain locations, impacts to other agencies, analysis of federal and state permits, maintenance of traffic flow, and other City services during construction.
- h) Provide City with one PDF file of the 30% design plans for review and comment.
- i) Following the submittal of the 30% Design Submittal, the City shall schedule a plan review conference, in necessary, with the Engineer to discuss and review the project. The Engineer shall recommend a design for the project based on cost, budget, and the design needs. The City shall review the Engineers recommendations and select the plan that is in the best interest of the City. The Engineer shall make revisions, determined necessary by the City, resulting from the design review comments and plan review conference ("Final Revisions").
- j) Amend plans, documents, and specifications to conform with the comments received from the 30% Design Submittal and develop additional design plans as described in this Section. Additional plans may include Demolition, Project Layout, Horizontal Control, Paving Plan and Profile, Advance Warning Signs, Construction Sequencing, Special Details, and Erosion Control.
- k) Confer with the City for direction on project specific specifications and details required by the City for the project.

- l) Special details for the project shall be defined at the 60% design stage. The City shall make the final determination as to the details required to be produced by the Engineer and the details that will be provided by shop drawings during construction.
- m) Prepare and include in plans, where needed, an adequate traffic control and safety plan. Design shall include locations of message boards, advance warning signs, and limits of the proposed work. Engineer shall conform to minimum requirements of the TMUTCD when preparing this plan.
- n) Prepare and include in plans, where needed, accurate detailed sequencing and phasing plans for the paving construction. Special details are not included. Engineer shall conform to minimum requirements of the TMUTCD, City of Hutchins, and TxDOT standard construction details when preparing these plans.
- o) Prepare and include in the 60% Design Submittal an Erosion Control Plan (ECP) or a Storm Water Pollution Prevention Plan (SWPPP), in accordance with the North Central Texas Council of Governments "Storm Water Quality Best Management Practices for Construction Activities".
- p) Prepare and provide to the City an accurate 60% OPCC. Engineer shall exercise professional engineering judgement when using the historical unit costs provided by the City.
- q) Prepare and provide to the City one pdf of the 60% Design Submittal, including plans, specifications, and proposal forms using City approved formats. If needed, the Engineer shall schedule a plan review conference to discuss and review the City comments.
- r) If required for the project, provide to the City adequate engineering plans necessary to address comments from local, state, federal, and other agencies affected by the project or that have jurisdiction over on the project (as distinguished from detailed applications and supporting documents for government grant-in-aid or for planning advances). Provide necessary documentation required by any federal and/or state agency and assist the City in obtaining any agreements or permits that may be required. Federal and state agencies may include, but not be limited, to Texas Department of Licensing and Regulation, Texas Department of Transportation, Railways, Federal Emergency Management Agency, franchise utilities, Texas State Historical Society, Environmental Protection Agency, and Texas Commission for Environmental Quality.
- s) Amend plans, specifications, and documents to sufficiently address comments received from the 60% Design Submittal.
- t) Prepare and submit to the City a 90% design OPCC. The OPCC shall follow the City format and shall be consistent with the quantity summary in the design plans and with the bid schedule in the project specifications.
- u) Prepare and provide to the City one pdf of the 90% Design Submittal, including plans, specifications, and proposal forms using City approved formats. If needed, the Engineer shall schedule a plan review conference to discuss and review the City comments.
- v) Amend the 90% Design Submittal to address comments from the City and incorporate changes into the design, and resubmit an accurate set of bid documents as requested by the City.

3. CONSTRUCTION PHASE SERVICES

- a. Respond to questions during advertisement, prepare addenda, and issue addenda, as needed, to clarify information contained in the bidding documents.
- b. Review bids and prepare the bid tabulation.

- c. Provide to the City prior to the Pre-Construction meeting a PDF file and four (4) full size complete sets of Issued For Construction Plans with addenda and incorporate modifications.
- d. Provide horizontal and vertical control, where requested by the City, to the contractor to re-establish the horizontal and vertical control network for the project.
- e. Provide limited construction phase engineering assistance. When requested by the City, the Engineer shall visit the site and consult with the City and the contractor to address questions.
- f. Review the contractor's shop drawings and related submittals applicable to the detailed work.
- g. Review and check pay estimates.
- h. Prepare change orders.
- i. Prepare Record Drawings, with the changes noted by the contractor and the City. Provide a PDF copy to the City

B. FEES

Compensation for these services will be provided in accordance with The City of Hutchins PSA. SPI proposes to provide the above Scope of Services for the fixed fee of \$139,500.00. This fee does not include any additional or special services that may arise during the survey and design of the project.

Survey Services:	\$ 15,000
Design Services :	\$ 99,000
Construction Phase Services:	\$ 15,600
Geotechnical Report	\$ 9,900

Total Fee \$139,500

C. SCHEDULE

SPI proposes to complete the design in 180 calendar days independent of City review time. The schedule begins once the signed contract is provided by the City.

TASK	CALENDAR DAYS
Survey	30
Preliminary/30% Design Phase	45
60% Design Phase	45
90% Design Phase	30
Final Plans/Bidding	30

D. ADDITIONAL SERVICES

The intent of the Basic Scope of Services is to include the services specifically listed herein and none others. Additional Services are services not provided in the Basic Scope of Services that may be requested by the City and approved in writing by the City. These services shall be billed

at the hourly rates provided in Exhibit C. Services not in the Basic Scope of Services, which could be authorized by the City as Additional Services, include the following:

- a. Preparing right-of-way or easement documents.
- b. Design of new sidewalks, and ramps (unless affected by the street improvements).
- c. Geotechnical investigations.
- d. Subsurface Utility Exploration (SUE)/Level A work.
- e. Prepare a tree mitigation plan.
- f. Fees for TDLR registration, review, and inspection.
- g. Design of underground utilities.
- h. Drainage calculations or preparing drainage plans.
- i. On-site representative during construction activities.
- j. Fees for permits or bid advertising.
- k. Certifying the construction is in accordance with plans and specifications.
- l. Site safety and trench safety designs.
- m. Revisions to the design as a result of revisions after completion of original design (unless to correct an error on the plans).
- n. Preparing SWPPP plans. Erosion Control plans and NCTCOG standards will be provided.
- o. Design of construction sequencing details, other than providing TxDOT and City standard details.
- p. Performance of any title searches.
- q. Verifying or resetting ROW monumentation and property corners for adjoining parcels.

EXHIBIT B
LOCATION MAPS

**EXHIBIT B
CHATMAN STREET PAVING IMPROVEMENTS
LOCATION MAP**

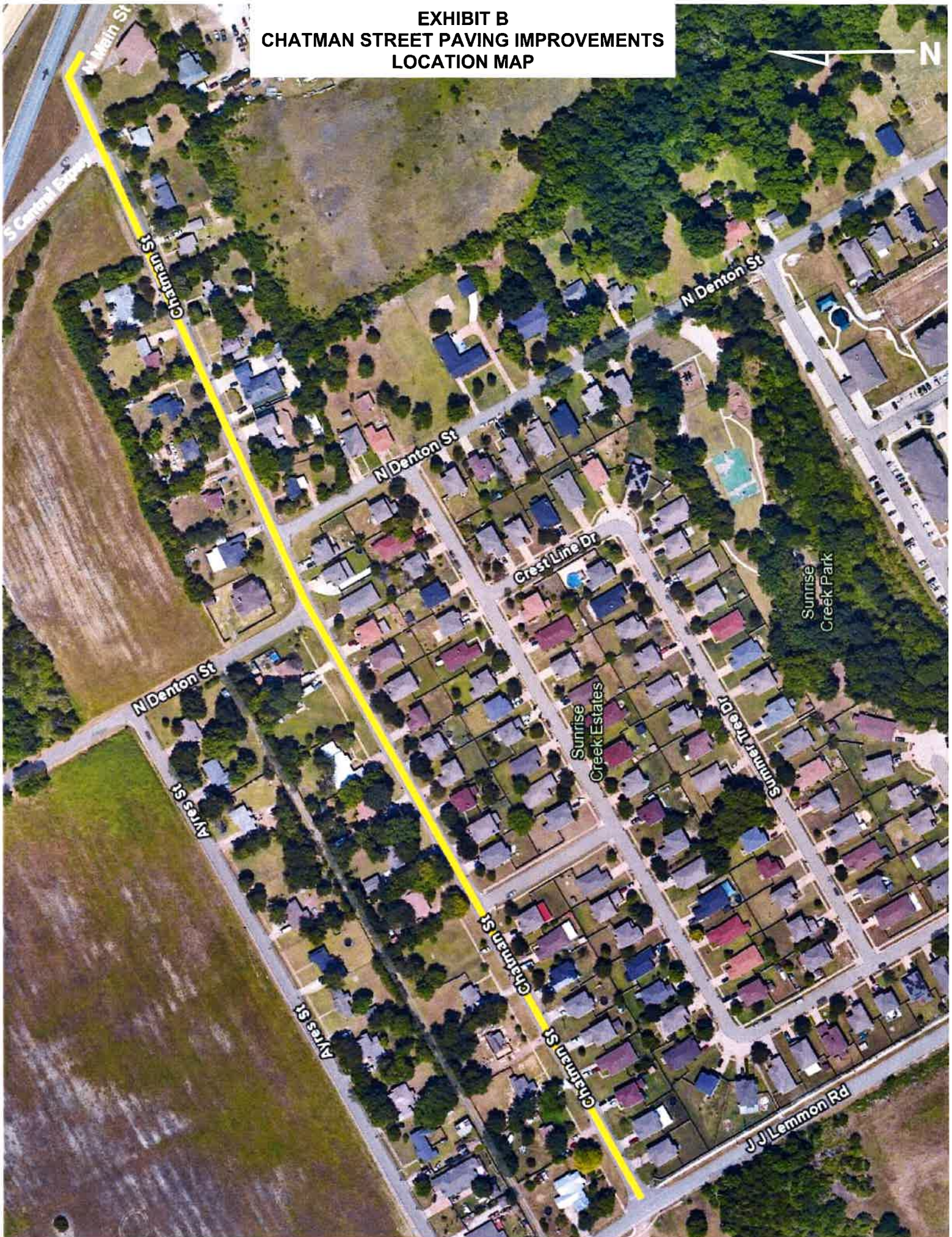


EXHIBIT C
HOURLY RATES



2024 SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$78.00 /HOUR
INTERN	\$60.00 /HOUR
SURVEY CREW	\$180.00 /HOUR
SURVEYOR I	\$60.00 /HOUR
SURVEYOR II	\$80.00 /HOUR
SURVEYOR III	\$100.00 /HOUR
SURVEYOR IV	\$120.00 /HOUR
SURVEYOR TECH	\$110.00 /HOUR
RPLS	\$180.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$85.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$112.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$140.00 /HOUR
DESIGN TECHNICIAN I	\$90.00 /HOUR
DESIGN TECHNICIAN II	\$105.00 /HOUR
DESIGN TECHNICIAN III	\$120.00 /HOUR
DESIGN TECHNICIAN IV	\$150.00 /HOUR
ENGINEER I / II	\$120.00 /HOUR
ENGINEER III	\$140.00 /HOUR
ENGINEER IV	\$160.00 /HOUR
ENGINEER V	\$190.00 /HOUR
ENGINEER VI	\$230.00 /HOUR
ENGINEER VII	\$260.00 /HOUR
ENGINEER VIII	\$275.00 /HOUR
ENGINEER IX	\$290.00 /HOUR

REIMBURSABLE EXPENSES		
Mileage		IRS Allowable Rate
Travel and Meals		Actual Cost x 1.10
Misc. Reimbursable Expenses		Actual Cost x 1.10

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Env	up to \$225.00/HOUR
Subconsultants		Actual Cost x 1.10

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: January 1, 2024 (*adjusted annually*)