



October 17, 2023
P54423

Ms. Katherine Lindsey
City of Hutchins
City Administrative Offices
321 N. Main Street
Hutchins, TX 75141

RE: Proposal for Public Safety GIS Development and Miscellaneous GIS Services

Dear Ms. Lindsey,

We are pleased to present the following scope of services and fee schedule to perform professional Geographic Information System (GIS) services for the City of Hutchins. Per our discussion, the City would like Halff Associates to update and develop GIS data for public safety management and communications. This proposal outlines the tasks that will be performed to support the City's needs for public safety management and communications, miscellaneous GIS data, maps and functionalities updates and other general GIS requests and supports.

This contract proposal includes the following items: Halff's Agreement for Professional Engineering Services on a Task Order Basis, Exhibit 'A' – Scope of Services, Fees and Rate Schedule, Exhibit 'A1' – Scope of Public Safety GIS Data Development, Exhibit 'A2' – Scope of Miscellaneous GIS Services, and Exhibit 'B' – Unit Pricing Schedule (Direct Costs). The fee for Task Order (TA) 01 of Public Safety GIS Data Development is estimated in the amount of \$37,400 with billings made monthly. The fee for TA 00 of Miscellaneous GIS Services will be compensated at the hourly rates with billings made monthly. The fees quoted in this proposal will be honored for up to 60 days from the date of this proposal. The signed Agreement by both parties will serve as Notice to Proceed (NTP). GIS services will begin upon NTP and following the kick-off meeting with the City of Hutchins.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you, and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this proposal.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, reading "Samuel Amoako-Atta".

Samuel Amoako-Atta, GISP, CFM
GIS Team Leader

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the City of Hutchins a General Law City of the State of Texas ("Client"), duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

W I T N E S S E T H:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. **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.

II. **SERVICES TO BE PERFORMED BY ENGINEER.** Engineer shall provide to Client basic engineering services on an "as needed" or "task order" basis as determined by Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to, planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist Client, as determined by Client. Engineer, upon specific written request by Client, will prepare a detailed fee schedule for Client's review and approval. Should Client request, Engineer may agree to assist Client in developing and preparing a Scope(s) of Services responsive to a particular Task Order. Such Task Orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. **COMPENSATION.** Client agrees that Engineer shall be paid for any services requested by Client at the hourly rates reflected on Exhibit A, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies, and blueprints. See Exhibit B for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips, or expenses are requested, Engineer will not provide such additional services until authorized by Client in writing to proceed.

Engineer agrees to submit monthly statements to Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) calendar days' written notice to Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than forty-five (45) calendar days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

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

V. **TERMINATION OF WORK.** Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. **OWNERSHIP OF DOCUMENTS.** Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. **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.

VIII. **SOLE PARTIES AND ENTIRE AGREEMENT.** This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

IX. **INSURANCE.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing work for Client.

X. **PROMPT PERFORMANCE BY ENGINEER.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the Texas applicable to such engineering services contemplated by this Agreement.

XI. **CLIENT OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. **ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and

Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

XIII. JURISDICTION AND VENUE. This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in *Dallas County*, Texas.

XIV. INTEGRATION, MERGER AND SEVERABILITY. This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents, and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. TIMELINESS OF PERFORMANCE. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. DISPUTE RESOLUTION. 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 schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings if any may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN

ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM, IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.


XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

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 17 day of October, 2023.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF HUTCHINS, TEXAS

By: 
Signature

Samuel Amoako-Atta
Printed Name

GIS Team Leader
Title

10/17/2023
Date

By: _____
Signature

Printed Name

Title

Date

EXHIBIT 'A'

Scope of Services, Fees and Rate Schedule

A. Overview

As requested, and directed by the City of Hutchins, Halff will update the existing GIS data and develop new GIS data to support the City's public safety management and communications. The updated and newly developed public safety related GIS data will be integrated into the City's Enterprise GIS and maintained. Halff has the knowledge and experience developing and hosting GIS solutions.

B. Public Safety GIS Data Development

i. GIS Data Update and Development

Halff will update the City's existing GIS data including streets, address points, city facilities, and emergency medical services (EMS) areas provided by the City. Halff will map City-provided public safety data such as crime, fire calls, traffic accidents, etc. The updated and newly developed public safety GIS data will be presented to the City for comment to ensure the required data and information are properly represented. Halff will address the City's comments and integrate the updated and newly developed public safety GIS data into the City's Enterprise GIS database.

ii. Web Map Development

Halff will review the updated and newly developed public safety GIS data and develop public safety GIS web map layers. Halff will add these web map layers to the City's existing public and/or secured web maps or create new public and secured web maps per City's guidance.

C. Miscellaneous GIS Services

Halff will create a specific task order (Task Order 00) to perform services which are not included in the scope of Public Safety GIS Data Development described in Item B. The Miscellaneous GIS Services Task will support and enhance the GIS services for the City. These services include:

- i. Creation of new datasets or updates to the GIS database hosted by Halff.
- ii. Requests made for new GIS features or functionality.
- iii. Ad hoc data, map and general GIS requests, updates and support.

The compensation for the services under Task Order 00 will be paid at the hourly rates (see Item G for Rate Schedule). Halff will keep Task Order 00 opened until receiving termination notice from the City.

D. Additional Services

Additional services may be requested by the City of Hutchins on a task order basis. Halff will

develop a separate scope of services and fee schedule for each additional service and obtain approval from the City prior to initiating work on the additional services. Examples of additional services include, but are not limited to:

- i. Developing risk-based prioritization (Water, Sewer) to aid Capital project selection
- ii. Developing a GIS master plan
- iii. Developing utility networks to support service impact analysis
- iv. Integrating a work order and asset management system

E. Service Level Agreement

Data Ownership – All data developed as part of or resulting from the services and work under this Agreement shall be and shall remain the sole and exclusive property of the City. Upon request from the City, Halff agrees to provide the data stored in the hosted GIS database to the City in an Esri ArcGIS File Geodatabase. It is understood and agreed that the ownership of the original data provided by the City remains the property of the City. However, any and all custom functions, interfaces, stored procedures, or calculations developed with and requiring software development (source code, scripting, or machine language) and all other related information, data and software is and shall remain the sole and exclusive property of Halff and the City understands and agrees that this Halff property shall not be provided or otherwise shared with others, including the City.

F. Fee Schedule

Task ID	Task Name	Description	Estimated Cost
1	Public Safety GIS Set Up and Data Updates	<ul style="list-style-type: none"> Requirements meetings Update existing GIS data. Develop new public safety GIS data. Integrate updated and newly developed public safety GIS into the City's Enterprise GIS. 	\$30,800.00
2	Public Safety Informational Web Map Development	<ul style="list-style-type: none"> Develop public safety informational web map layers and web maps per City's guidance 	\$4,400.00
3	QAQC	<ul style="list-style-type: none"> QAQC GIS data and web maps. 	\$2,200.00
5	Miscellaneous GIS Service	<ul style="list-style-type: none"> Services per various requests including creation of new GIS datasets or update hosted GIS database and add new GIS features or functionality 	Compensation will be paid at the hourly rates*

*See Item G for Rate Schedule

- i. Item B – Public Safety GIS Data Development.....\$37,400.00
- ii. Item C – Miscellaneous GIS Services.....Compensation will be paid at the hourly rates
- iii. Quoted fees will not be exceeded without prior approval from the City of Hutchins.
- iv. Additional services can be added on a task order basis.
- v. Invoicing for task order-based services will be monthly based on percent complete.
- vi. Direct costs, including printing, plotting, reproduction, postage, messenger service, specialized equipment (such as GPS), and vehicle mileage will be considered reimbursable

and will be billed at 1.10 times the direct cost incurred, see Exhibit B for current unit pricing schedule.

- vii. Unless otherwise stated, fees quoted in the agreement exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this agreement during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees and budgets.
- viii. The fees and budgets established above do not include revisions once the project is underway. If revisions are requested, a revision to the scope and budget will be required.

G. Rate Schedule Per the State of Texas Department of Information Resources Contract (Contract Number DIR-CPO-4695)

A summary of billing rates for services

Service Name	Service Description	Unit of Issue	DIR Customer Price EACH/Per Unit
GIS Analyst	GIS Services	Hourly	\$92.69
Advanced GIS Analyst	GIS Services	Hourly	\$139.04
Geospatial Analyst	GIS Services	Hourly	\$101.96
Advanced Geospatial Analyst	GIS Services	Hourly	\$120.50
UAS Pilot	GIS Services	Hourly	\$148.30
Geospatial Manager	GIS Services	Hourly	\$203.92
UAS Photogrammetry	Geospatial Mobilization Service	Daily	\$556.14
UAS LiDAR	Geospatial Mobilization Service	Daily	\$4,634.50
Terrestrial LiDAR	Geospatial Mobilization Service	Daily	\$787.87
Mobile LiDAR	Geospatial Mobilization Service	Daily	\$7,415.20

EXHIBIT 'A1'
Task Order 01 – Scope of Services
City of Hutchins
Public Safety GIS Data Development

Scope of Services:	<ol style="list-style-type: none"> 1. Update existing GIS data 2. Develop new public safety GIS data 3. Develop web maps displaying public safety features <p><i>* See Exhibit A, Item B for details of the Scope of Services</i></p>
Deliverables:	<ol style="list-style-type: none"> 1. Public safety GIS data and web map
Items Furnished by City:	<ol style="list-style-type: none"> 1. Existing GIS data from Computer Aided Dispatch system 2. Public safety data and information such as crime, file calls, traffic accidents, etc.
Schedule:	<ol style="list-style-type: none"> 1. GIS database development will be completed within 90 business days of notice to proceed.
Fee Schedule:	Total.....\$37,400.00

EXHIBIT 'A2'
Task Order 00 – Scope of Services
City of Hutchins
Miscellaneous GIS Services

Scope of Services:	<ol style="list-style-type: none">1. Creation of new GIS datasets or updates to hosted GIS database per request2. New GIS features or functionality per request3. Ad hoc data, map and general GIS requests, updates and support <p><i>* See Exhibit A, Item C for details of the Scope of Services</i></p>
Deliverables:	<ol style="list-style-type: none">1. Per various requests
Items Furnished by City:	<ol style="list-style-type: none">1. Per various requests
Schedule:	<ol style="list-style-type: none">1. GIS service per request will be completed within 30 business days of notice to proceed.
Fee Schedule:	<p>Compensation will be paid at the hourly rates</p> <p><i>* See Exhibit A, Item G for Rate Schedule</i></p>

EXHIBIT 'B' – Unit Pricing Schedule (Direct Costs)

Half Standard Unit Pricing Schedule (as of March 2022)

Unit Code	Unit Description	Unit of Measure	\$ per Unit
Reproduction			
PLTCSF	Plots – Color – Sq Ft	Per Sq Ft	\$2.50
PLTBSF	Plots – B&W – Sq Ft	Per Sq Ft	\$1.00
FCMNT	Foam Core Mount	Per Sq Ft	\$4.00
Other			
DELIV1	Delivery / Courier In Area	Per Delivery	\$15.00
DELIV2	Delivery / Courier Out of Area	Per Delivery	\$40.00
EMILES	Unit Based Miles for Expense	Per Mile	<i>*Current Federal Rate</i>