



**To:**

Robert McWayne  
Assistant Director of  
Public Works  
City of Hutchins  
321 N. Main Street  
Hutchins, TX 75141  
rmcwayne@cityofhutchins.org

**From:**

Mark D. Yale, RPLS  
Senior Discipline Lead  
Associate

**Dunaway Location**

550 Bailey Avenue  
Suite 400  
Fort Worth, TX 76107

**Survey Firm #10098100**

Dunaway No. P009678.001

July 26, 2023

Reference: Proposal for Professional Land Surveying Services  
Post Oak Road Survey for Annexation in Hutchins, TX

Robert:

Dunaway Associates, LLC (Dunaway) is pleased to submit for your consideration this proposal for professional land surveying services on the above-referenced project. Based on recent information provided to Alan Moore, we believe the following scope of professional services will address the needs of City of Hutchins (Client) for this project.

**Executive Fee Summary**

1. 6 Boundary Exhibits with Metes & Bounds Descriptions .....  
.....\$18,000 Lump Sum

**Total: Lump Sum Services \$18,000.00**

**FEE**

Dunaway proposes to provide the scope of work described below for a fee as shown above, plus a 2% administrative fee, direct expenses, and any applicable State Sales Tax. All administrative and application fees required by review authorities will be paid by the Client and are not included in Dunaway's proposed fee. Please find attached to this proposal our Standard Terms & Conditions for professional services, which is also a part of this proposal.

**DETAILED SCOPE OF WORK**

1. 6 Boundary Exhibits with Metes & Bounds Descriptions (Taxable) - Dunaway will provide six (6) signed/sealed Boundary Exhibits and Metes & Bounds Descriptions for the portion of Post Oak Road Right-of-Way from the Hutchins city limit to Fulghum Road, shown on attached Exhibit A. Dunaway estimates up to 6 properties will require Boundary Exhibits with Metes & Bounds Descriptions, fee covers preparation up to 6 Boundary Exhibits with Metes & Bounds Descriptions at \$3,000 each. If it is later determined that additional boundary exhibits are necessary, it will be considered additional services and, at Client option, can be authorized either by a contract amendment or a separate proposal.

As owner of the property, Client hereby authorizes Dunaway to enter upon the property for the purposes of conducting Dunaway's work thereon. If Client is not the owner of the property, Client is to obtain such authorization from owner and provide same in writing to Dunaway at the same instance that Dunaway receives the written notice to proceed.

Only those services specifically mentioned in the Scope of Work section are offered as a part of this proposal.

### **SCHEDULE**

Dunaway can complete and deliver the signed/sealed survey exhibits within 4 weeks of receipt of signed authorization to proceed.

### **ADDITIONAL SERVICES**

The following is a partial list of services that are not anticipated to be required for your project and are not proposed to be provided by Dunaway. Some of these services can be provided if they are desired or if it is later determined that they are necessary. In general, additional services will be authorized either by a contract amendment or a separate proposal.

1. Construction Staking – This service can be provided, if requested, and will be authorized under a separate proposal or included in this one at your option.
2. Surveying services such as topographic surveys and as-built surveys, platting and easements by separate instrument are not included unless included in SCOPE OF WORK.



Proposal for Professional Services  
Post Oak Road Survey for Annexation in Hutchins, TX  
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If this proposal meets with your approval, please sign below, and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this Project and look forward to its success.

Respectfully submitted,

**DUNAWAY ASSOCIATES, LLC,**  
**a Texas limited liability company**

Mark D. Yale, RPLS  
Senior Discipline Lead | Associate

**Agreed & Accepted**

CITY OF HUTCHINS

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

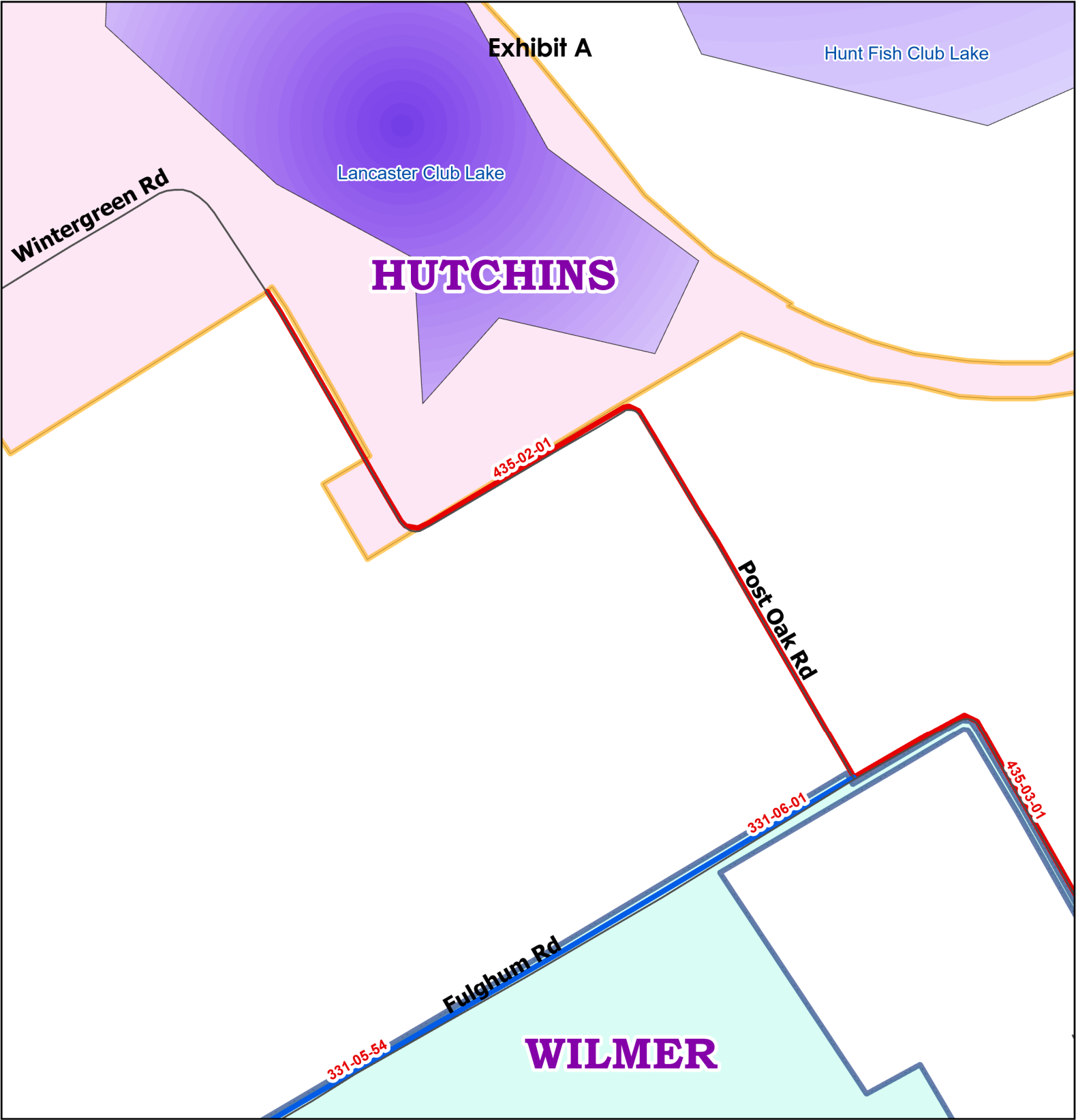
Date: \_\_\_\_\_

Attachments: Exhibit A  
Standard Terms & Conditions  
Texas Sales and Use Tax Exemption Certification

RAM/MDY/eed

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# Post Oak Road - Hutchins Area



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These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein.

- I. **Basis of Compensation.** Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

**2023 STANDARD HOURLY BILL RATE SCHEDULE**

STAFF TYPE	HOURLY BILL RATE
Administrative	\$90.00 - \$160.00
Information Systems	\$110.00 - \$121.00
Marketing/Business Development	\$95.00 - \$275.00
Financial	\$128.00 - \$286.00
Civil Technician	\$116.00 - \$127.00
Civil Designer	\$65.00 - \$152.00
Graduate Engineer	\$138.00 - \$158.00
Project Engineer	\$154.00 - \$211.00
Managing Engineer	\$175.00 - \$193.00
Technical Engineer	\$226.00 - \$303.00
Project Surveyor	\$150.00 - \$180.00
Survey Party Chief	\$138.00 - \$175.00
Survey Technician	\$95.00 - \$141.00
Survey Field Assistant	\$73.00 - \$91.00
GIS	\$105.00 - \$171.00
Planner	\$115.00 - \$243.00
Planning Analyst	\$116.00 - \$142.00
Landscape Designer	\$118.00 - \$145.00
Landscape Architect	\$121.00 - \$250.00
Environmental Scientist	\$116.00 - \$154.00
Intern	\$75.00 - \$83.00
Construction Inspectors	\$129.00 - \$150.00
Discipline Lead	\$154.00 - \$270.00
Engagement Manager	\$238.00 - \$350.00
Line of Business Manager/Executive	\$227.00 - \$330.00
Regional Manager/Executive	\$280.00 - \$308.00
Managing Partner	\$390.00 - \$429.00
Chairman/President	\$475.00 - \$550.00

- II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and 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 Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed the total compensation received by Dunaway Associates, LLC under this Agreement.
- III. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

- IV. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

- V. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

- VI. **General Contractor Duties and Responsibilities.** Neither the professional activities of Dunaway Associates, LLC, nor the presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants **shall be indemnified and shall be made additional insureds** under the General Contractor's general liability insurance policy.

- VII. **Cancellation.** It is understood that this Agreement may be canceled at any time by the Client and payment shall be due based on the method of computation in Section I only on Work performed or expenses incurred to date of cancellation.

- VIII. **Payments and Interest.** Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of date of invoice. All accounts past due 60 days from date of invoice shall pay interest at the rate of 18% (1.5% per month), or maximum allowable by law, whichever is lower, of the past due amount per month.

**IX. Cessation of Services.** If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 30 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, **and shall defend and indemnify Dunaway Associates, LLC** from and against any claims for injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

**X. Legal Action.** Subject in all respects to the other provisions of this Agreement, in the event legal action is necessary to enforce the payment terms of this Agreement, the prevailing party in any such action shall be entitled to collect any judgment or settlement sums due, plus reasonable attorney's fees, court costs and other reasonable expenses incurred by the prevailing party in connection with such collection action.

**XI. Dispute Resolution and Termination.** In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section VII.

**XII. Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

**XIII. Surveying Regulations.** Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7723.

Dunaway Associates, LLC Survey Firm Registration #10098100  
Dunaway | UDG Survey Firm Registration #10065900

**XIV. Reimbursable Expenses.** Other charges which may apply to the Client's project include:

A. Expenses included in Fee: mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.

B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.

C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at his option, contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the net amount of such contracts.

Dunaway reserves the right to amend this fee policy at any given time.

**XV. Certifications, Guarantees and Warranties.** Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.

**XVI. Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**XVII. Miscellaneous.**

A. Intellectual Property. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable.

B. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

C. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.

D. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas and the parties hereto agree and consent that venue for all purposes shall be in Tarrant County, Texas.

E. Proposal Expiration. The terms stated in the proposal are valid only if executed by both parties within 90 days from the date of the proposal.

F. Free Publicity. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.

# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_


Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:


Purchaser claims this exemption for the following reason:


I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

***THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.***

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.**

**Do not send the completed certificate to the Comptroller of Public Accounts.**