



Dunaway No. P004093.001

January 12, 2018

Mr. Chad Bartee, P.E.
City Engineer
City of Keller Public Works
1100 Bear Creek Pkwy
PO Box 770
Keller, Texas 76244

Via e-mail: cbartee@cityofkeller.com

Reference: Proposal for Professional Services
Keller-Smithfield Rd & Johnson Rd Roundabout in Keller, Texas

Dear Mr. Bartee:

Dunaway Associates, L.P. (Dunaway) is pleased to submit this proposal for professional civil engineering, landscape architecture and land surveying services on the above-referenced project. Based on the scoping meeting conducted on January 3, 2018, we believe the following scope of services will meet your needs for this project. For your convenience, we have provided a Project Summary and an Executive Fee Summary followed by a detailed explanation of the proposed scope of work.

Project Summary

Dunaway will provide professional civil engineering, landscape architecture and land surveying services for the intersection of Keller-Smithfield Road and Johnson Road located in Keller, Texas. Dunaway will first conduct conceptual roundabout design including traffic operational analysis, intersection control evaluation, and provide a conceptual horizontal design for City staff review. Upon approval of the conceptual horizontal design, conceptual landscape architectural improvements will be prepared and submitted to the City. Dunaway will work closely with City staff during conceptual engineering and landscape design. The conceptual phase deliverable will consist of conceptual design exhibits for City staff to communicate the proposed intersection improvements internally and externally. Dunaway will provide Public Outreach to communicate, share knowledge, and involve City Officials and affected citizens of the proposed intersection improvements for approval as a viable capital improvement project. Dunaway will then perform preliminary and final design plans including roundabout, storm drainage, street illumination, pedestrian/bike facilities and landscape/irrigation. The final design will be incorporated into construction plans as a final deliverable. Additional services performed as part of the project scope include topographic and boundary survey, geotechnical investigation, and roundabout peer review. Dunaway will provide bidding phase and construction phase services at the commencement of design.

Executive Fee Summary

1. Project Management	\$16,724 Lump Sum
2. Traffic Analysis & I.C.E.	\$6,600 Lump Sum
3. Conceptual Design (30%)	\$17,322 Lump Sum
4. Conceptual Landscape Plan	\$15,512 Lump Sum
5. Preliminary Design (60%)	\$44,560 Lump Sum
6. Final Design	\$24,380 Lump Sum
7. Bid Phase Services	\$6,180 Lump Sum
8. Construction Phase Services	\$9,577 Lump Sum
9. Survey Services	\$13,352 Lump Sum
10. ROW/Easement Services [if needed]	\$8,510 Lump Sum
11. Geotechnical Services	\$3,630 Lump Sum
12. Roundabout Third Party Review	\$13,200 Lump Sum
13. Public Outreach	\$16,970 Lump Sum

Total: Lump Sum Services \$196,516.00

FEE

Dunaway proposes to provide the scope of work described below for a lump sum fee not to exceed as shown above, including reimbursable expenses. 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 part of this proposal.

DETAILED SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

Dunaway will manage the work outlined in this scope to ensure efficient and effective use of Dunaway's and City's time and resources. Dunaway will coordinate with City staff on key project elements to maintain a collaborative approach in meeting project goals.

1.1. Project Management

- Lead, manage and direct design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Communicate externally with sub-consultants for project services.
- Communicate externally with City's consultant regarding utility improvements within the limits of this project.

1.2. Communications and Reporting

- Key members of the Dunaway team will attend a kick-off meeting with City staff to discuss the overall project goals, initial programming elements, and other key milestones for the project.
- Conduct review meetings with the City at the end of each design phase.
- Prepare and submit monthly invoices to the City during course of project.
- Prepare and submit monthly progress reports to the City during course of project.
- Prepare and submit baseline Project Schedule initially, and schedule updates during course of project.
- Personnel and Vehicle Identification: When conducting site visits to the project location, Dunaway or any of its sub-consultants shall carry readily visible information identifying the name of the company and the company representative.

ASSUMPTIONS

- 12 monthly project invoices and progress reports will be prepared.
- 1 kick-off meeting with City staff will be attended.
- 1 project baseline schedule will be prepared.
- 2 City review meetings will be attended (60% & 90%).

DELIVERABLES

- A. Monthly invoices & progress reports
- B. Project Schedule

TASK 2. TRAFFIC ANALYSIS & I.C.E.

2.1. Dunaway will perform an operational analysis for the proposed intersection for the following scenarios:

- Existing intersection control (current conditions)
- Proposed roundabout

The analysis will be completed for the AM and PM peak hours on a typical weekday.

2.2. Dunaway will prepare an Intersection Control Evaluation (I.C.E.) report detailing study procedures and findings. The report will be a comparison analysis between the existing intersection control and alternative intersection control methods which may include;

single lane roundabout, mini-roundabout, traffic signal, do-nothing. The various measures of effectiveness to be addressed include the following:

- Capacity
- Motorist delay
- Safety

ASSUMPTIONS

- The following information will be provided by the City:
 - i. Recent AM and PM peak period turning movement counts.
 - ii. Crash records for the last three years (if available).
- 1 Proposed roundabout configuration for the intersection location will be included as the final recommendations based on traffic operational analysis.

DELIVERABLES

- A. Intersection Control Evaluation (I.C.E.) Report

TASK 3. CONCEPTUAL DESIGN (30%)

The purpose of the roundabout conceptual design is for Dunaway to identify, develop, and communicate to City staff through the defined deliverables the engineering design solution for the proposed intersection.

Dunaway will develop the conceptual design of the roundabout as follows:

3.1. Conceptual Horizontal Design

- Conceptual plan exhibit for the intersection presenting horizontal geometric layouts using lane configurations based on recommendations from the traffic analysis results.
- Conceptual layout alternatives will identify site impacts, both positive and negative.
- Opinion of Probable Construction Cost will be prepared for the conceptual roundabout layout using current construction bid prices. The OPCC's will include applicable construction elements for the intersection which may include roadway paving, storm drainage, landscaping, and traffic management devices.

3.2. Conceptual Design Collaboration Meeting

- Dunaway will attend a meeting with City staff to present the conceptual study exhibits, discuss the Traffic Analysis results, discuss landscape architectural theming, including a hand sketch work session to gather City input.

ASSUMPTIONS

- 1 Horizontal Exhibit Plan will be delivered for the conceptual design.

- 1 OPCC will be delivered for the conceptual design.
- 1 meeting with City staff will be attended to discuss the conceptual phase elements and program the landscape theme. It is highly recommended that the City's Park and Recreation Department be in attendance to this meeting.

DELIVERABLES

- A. Conceptual Roundabout Design Exhibit (PDF)
- B. Conceptual Design Collaboration meeting minutes

TASK 4. CONCEPTUAL LANDSCAPE PLAN

Dunaway will develop Final Concept Plans including landscape architectural improvements associated with the development of the roundabout as follows:

4.1. Conceptual Landscape Alternatives

- Based upon City approval of conceptual roundabout geometry and landscaping theming, Dunaway will develop two (2) conceptual landscape options. The concept exhibits will include one (1) plan view color rendering for the purpose of communicating the concept alternatives to City staff.

4.2. Conceptual Landscape Review Meeting

- Dunaway will attend a meeting with City staff to present the conceptual landscape exhibits.
- City staff will select the preferred alternative to move forward into the Final Concept Plan.

4.3. Final Concept Plan

- Based upon the preferred landscape option for the intersection selected by City staff, Dunaway will prepare one (1) Final Concept Plan exhibit in large color format. This exhibit will include one (1) 3D rendering of the proposed roundabout.

ASSUMPTIONS

- 2 Concept Plan Exhibits (PDF) showing the two (2) options for the intersection will be delivered for the conceptual landscaping alternative submittal.
- 1 meeting with City staff will be attended to review the Conceptual Landscape Alternatives.
- City staff will select one (1) option for the intersection to progress into the Final Concept phase.
- 1 Final Concept Plan Exhibit (48x36 size) including 3D rendering showing the selected option for the intersection will be submitted as the final deliverable.

DELIVERABLES

- A. Conceptual Alternative Exhibits (PDF)
- B. City staff review Meeting minutes (PDF)
- C. Final Concept Plan & Renderings (PDF)

TASK 5. PRELIMINARY DESIGN (60%)

Upon City approval of the conceptual design, Dunaway will prepare preliminary engineering and landscape design plans for review as follows.

5.1. Preliminary (60%) Design & Construction Plans

- Project control and alignment data sheet
- Horizontal & vertical design for roundabout and roadway approach legs (assumed 400-ft beyond intersection)
- Roundabout grading layout including spot elevations, paving grades/slopes, and surface contours
- Storm drain design including drainage area map and hydrologic/hydraulic calculations for existing drainage infrastructure and proposed improvements for roundabout
- Signing and pavement marking plan
- Street illumination plan
- Preliminary Traffic Control Plan showing suggested construction sequence and traffic control staging by phases. Detailed traffic control plan sheets showing signs, markings, and devices for each stage will not be performed during this phase.
- Erosion control plan
- Landscape, hardscape, and irrigation design for the roundabout including required construction details
- Provide City construction details and additional paving details for roundabout elements as applicable
- Prepare an Opinion of Probable Construction Cost with the 60% design package

ASSUMPTIONS

- Roadway design beyond 400 ft of the roundabout circulatory roadway will not be included.
- Drainage design will be performed only within the limits of the proposed roundabout improvements and this effort is anticipated to only include the design of a minor closed-system storm drain with curb inlets and improved roadside ditches. If during design it is determined that additional complex drainage infrastructure is required, a contract

amendment will be prepared to accommodate the additional design effort and this effort will be approved by the City's Project Manager before continuing.

- 1 set of 22x34 size PDF of Preliminary (60%) Design & Construction Plans and OPCC will be submitted.
- 1 City review (60%) meeting will be attended (part of Task 1.1)

DELIVERABLES

A. Preliminary (60%) Construction Plans & OPCC (PDF)

TASK 6. FINAL DESIGN

Upon City approval of the desired project location and roundabout option, Dunaway will conduct final engineering and landscape design to provide final construction documents.

Dunaway will provide engineering and landscape design for the project as follows.

6.1. Final (90%) Design & Construction Plans

- Project control and alignment data sheet
- Horizontal & vertical design for roundabout and roadway approach legs (assumed 400-ft beyond intersection)
- Roundabout grading layout including spot elevations, paving grades/slopes, and surface contours
- Storm drain design including drainage area map and hydrologic/hydraulic calculations for existing drainage infrastructure and proposed improvements for roundabout
- Signing and pavement marking plan
- Street illumination plan and cable/conduit charts
- Traffic Control Plan including all construction signage and pavement markings which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.
- Erosion control plan and details.
- Landscape, hardscape, and irrigation design for the roundabout including required construction details
- Provide City construction details and additional paving details for roundabout elements as applicable
- Prepare an Opinion of Probable Construction Cost with the 90% design package
- Prepare Project Manual including construction specifications

6.2. Final (100%) Construction Plans & Documents

- Following a 90% construction plan review meeting with City staff, Dunaway shall prepare and submit Final (100%) Construction Plans. These plans shall be stamped, dated, and signed by a Professional Engineer licensed in the State of Texas.
- Prepare a final Opinion of Probable Construction Cost with the 100% design package.
- Prepare final Project Manual including construction specifications

ASSUMPTIONS

- 1 set of 22x34 size PDF file of Final (90%) Design & Construction Plans, OPCC, and Project Manual will be submitted.
- 1 City review (90%) meeting will be attended (part of Task 1.1)
- 1 set of 22x34 size PDF file of Final (100%) Construction Plans, OPCC, and Project Manual will be submitted.

DELIVERABLES

- A. Final (90%) Construction Plans, OPCC, & Project Manual (PDF)
- B. Final (100%) Construction Plans, OPCC, & Project Manual (PDF)

TASK 7. BID PHASE SERVICES

Dunaway will support the bid phase of the project as follows.

7.1. Bid Support

- Dunaway shall submit all plans and contract documents to the City to advertise on City's bid portal for access to potential bidders.
- Attend the pre-bid meeting in support of the City.
- Dunaway will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests and the response thereto. The log shall be housed and maintained in the project's bid folder titled Request for Information. Dunaway will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda. Dunaway shall submit all approved addenda to the City as one final conformed document.
- Assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Attend the bid opening in support of the City.

- Tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract. A copy of the Bid Tabulation is to be supplied to the City by Dunaway showing evaluation and recommendation.

ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.
- Construction bid documents will be made available on City's bid portal for plan holders.
- City will be responsible for uploading and maintaining bid documents on City's bid portal during the bidding period.
- 1 pre-bid meeting will be attended during the bidding phase.
- 1 bid opening will be attended during the bidding phase.
- 1 plan addenda is assumed during the bidding phase.
- 1 set of 22x34 size PDF file of the final conformed plans will be submitted to City for final advertising.

DELIVERABLES

- A. Addenda (if applicable)
- B. Bid tabulations
- C. Recommendation of award
- D. Final construction documents (PDF conformed, if applicable)

TASK 8. CONSTRUCTION PHASE SERVICES

Dunaway will support the construction phase of the project as follows.

8.1. Construction Support

- Dunaway shall attend the preconstruction meeting to discuss project construction elements and answer questions regarding construction aspects.
- Dunaway shall coordinate with the assigned project inspector or construction manager and assist with RFI's during construction.
- Dunaway shall attend the project site when necessary with the assigned project inspector or construction manager and assist with RFI's during construction.
- Dunaway may attend the "Final" project walk through and assist with preparation of final punch list, if requested by the City.

ASSUMPTIONS

- 1 meeting is assumed for preconstruction conference.

- 5 RFI responses are assumed during construction.
- 3 Site visits for observation are assumed during construction.
- 1 site visit is assumed for “Final” project walk through, if requested.

DELIVERABLES

A. RFI Responses as needed.

TASK 9. SURVEY SERVICES

Dunaway will provide survey supporting the project as follows.

9.1. Topographic and Boundary Survey

- Dunaway shall determine existing rights-of-way and easements within the limits of the project.
- Dunaway will perform field surveys to collect horizontal and vertical elevations and other information needed by Dunaway in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys.
- The minimum survey information to be provided on the plans shall include the following:
 - A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
 - The following information about each Control Point;
 - a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8” Iron Rod)
 - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
 - Coordinates on all P.C.’s, P.T.’s, P.I.’s, Manholes, Valves, etc., in the same coordinate system, as the Control.
 - No less than two horizontal bench marks, per line or location.
 - Bearings given on all proposed centerlines, or baselines.
 - Station equations relating utilities to paving, when appropriate.

9.2. Temporary Right of Entry Preparation and Submittal

- Prior to entering property, Dunaway shall prepare, mail and obtain Temporary Right of Entry from landowners.
- Documentation of this exercise will be communicated to the City prior to performing the field survey.

ASSUMPTIONS

- Right-of-Way research includes review of property/right-of-way records based on current internet based Tarrant Appraisal District (TAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). It does not include effort for chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

DELIVERABLES

- A. Temporary Right of Entry Letters

TASK 10. ROW/EASEMENT SERVICES (IF NEEDED)

Dunaway will support and perform activities related to ROW and land as outlined below if deemed necessary and approved by the City project manager.

10.1. Right-of-Way/Easement Preparation and Submittal.

- Dunaway shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.

ASSUMPTIONS

- 3 parcel documents are assumed for this project and will be prepared on an as-needed basis for a fee of \$2,500.00 each.

DELIVERABLES

- A. Right-of-way/Easement exhibits including meets and bounds provided in City format.

TASK 11. GEOTECHNICAL SERVICES

Geotechnical services will be provided as follows.

11.1. Geotechnical Investigation and Report

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.

- Engineering characterization of the subsurface materials encountered.
- Typical pavement section suitable for support of the proposed improvements.
- Recommendations regarding earthwork, including grading and excavation, backfilling, and compaction, the treatment of in-place soils for the support of pavement and possible construction problems reasonably to be expected.

ASSUMPTIONS

- 2 bores will be drilled to a depth of 10 feet for the use of obtaining soil samples.

DELIVERABLES

- A. Geotechnical Study

TASK 12. ROUNDABOUT THIRD PARTY REVIEW

Dunaway will retain a third party sub-consultant to perform engineering peer review of the proposed roundabout as follows.

12.1. Conceptual Design & Traffic Analysis

- Review of the conceptual horizontal layout
- Review of the traffic analysis and I.C.E report

12.2. Preliminary Design

- Review of the preliminary design plans including horizontal and vertical alignments, pavement element layouts and performing roundabout performance checks

12.3. Final Design

- Review of the final design plans including horizontal and vertical alignments, grading, jointing, signing, pavement markings and illumination

ASSUMPTIONS

- Dunaway will send sub-consultant all necessary design documents in electronic format during each phase of the project.

DELIVERABLES

- A. Conceptual Design, Traffic Analysis, and I.C.E. report review comments (PDF)
- B. Preliminary Design review comments (PDF)
- C. Final Design review comments (PDF)

TASK 13. PUBLIC OUTREACH

The purpose of public outreach is to educate and communicate to City officials and community stakeholders the project goals. During this exercise, Dunaway would share specific engineering knowledge about roundabouts, and Dunaway would showcase the Conceptual Design alternatives completed as a part of this project. The ultimate goal of this phase is to educate the City officials and community on the roundabout alternatives to better obtain stakeholder endorsement of the concept.

Dunaway will perform public outreach and involvement of the roundabout as follows.

13.1. Presentations & Public Meetings

- Dunaway will present the Final Concept Plan to City staff and City Officials (Council). Dunaway will also prepare and present an educational presentation on roundabouts.
- Dunaway will attend a Public Meeting to present the proposed concept plan to citizens, stakeholders, and community organizations. A short educational presentation on roundabouts can be provided at this meeting for citizens. At the close of the meeting, citizen feedback may be gathered for City staff's use. Note: City staff will be responsible for advertising and arranging a host facility for the meeting.
- After the Public Meeting, Dunaway will compile citizen feedback and provide to the City.

13.2. Roundabout Outreach Material

- Dunaway will prepare public educational outreach material to aid the efforts of City's roundabout implementation program. This material will include informational graphic brochures that highlight and illustrate specific roundabout guidance including but not limited to; *What is a Roundabout*, *How to Drive a Roundabout*, *How to Drive When an Emergency Response Vehicle is Present*, *Pedestrian and Bicyclist Operations*.

ASSUMPTIONS

- 1 City Officials/Staff Presentation will be provided.
- 1 Public Meeting will be attended.
- 4 Informational graphic brochures will be prepared for City's implementation program.

DELIVERABLES

- A. Presentation to City Officials/Staff
- B. Public Meeting
- C. Community feedback notes (PDF)
- D. Roundabout Informational Brochures (PDF)

ADDITIONAL SERVICES (not included in proposal)

Only those services specifically mentioned in the Scope of Work section are offered as part of this proposal. The following is a list of some, but not necessarily all, of the services that can be useful or required for a project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the City. If the City determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

Tasks not included as part of this proposal consist of:

- Environmental assessments or permitting
- Open channel analysis and design (HEC-RAS modeling)
- Complex Storm Drain System design
- Flood study and floodplain modeling/mapping
- Public Utility design including water and sanitary sewer
- Subsurface Utility Exploration
- Franchise Utility Design & Coordination
- ROW negotiations and/or acquisition services
- Construction inspection or material testing

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, L.P.,
a Texas limited partnership

Agreed & Accepted
CITY OF KELLER, TEXAS

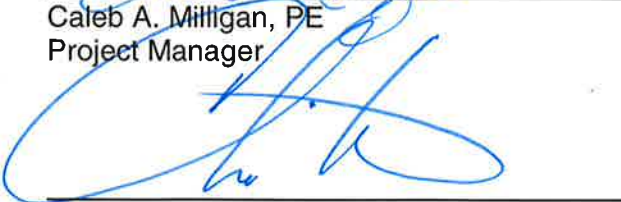

Caleb A. Milligan, PE
Project Manager

By: _____

Name: _____

Title: _____

Date: _____


Chris H. Wilde, PE
Vice President

Attachment: Standard Terms & Conditions

CAM/cam



STANDARD TERMS & CONDITIONS

Page 1 of 2

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, L.P.'s Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2018 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative.....	\$ 85.00 - \$154.00
Department Directors	\$145.00 - \$286.00
Information Systems	\$ 95.00 - \$105.00
Marketing/Business Development.....	\$105.00 - \$149.00
Financial.....	\$120.00 - \$275.00
Civil Technician	\$ 87.00 - \$132.00
Civil Designer	\$115.00 - \$143.00
Graduate Engineer	\$115.00 - \$132.00
Project Engineer.....	\$135.00 - \$176.00
Assistant Project Manager.....	\$140.00 - \$154.00
Project Manager	\$155.00 - \$204.00
Field Manager/Chief of Parties	\$120.00 - \$176.00
Survey Project Manager	\$135.00 - \$187.00
Senior Project Surveyor.....	\$150.00 - \$165.00
Survey Party Chief.....	\$120.00 - \$149.00
Survey Technician	\$ 90.00 - \$121.00
Survey Field Assistant	\$ 60.00 - \$ 66.00
GIS.....	\$ 95.00 - \$171.00
PLA Technician	\$ 80.00 - \$116.00
Sr. Land Planner.....	\$185.00 - \$204.00
Graduate Landscape Architect	\$ 95.00 - \$105.00
Landscape Architect	\$110.00 - \$209.00
Planner.....	\$100.00 - \$149.00
Construction Administrator	\$125.00 - \$138.00
Environmental Scientist	\$105.00 - \$154.00
Intern.....	\$ 75.00 - \$ 83.00
Senior Technical Expert.....	\$190.00 - \$209.00
Principal	\$190.00 - \$315.00
President.....	\$500.00

- IV. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, L.P. 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, L.P. 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, L.P. 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, L.P. each shall require similar waivers from their contractors, subconsultants, and agents.

- VI. **General Contractor Duties and Responsibilities.** Neither the professional activities of Dunaway Associates, L.P., nor the presence of Dunaway Associates, L.P. 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, L.P. 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, L.P. and Dunaway Associates, L.P.'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, L.P.'s invoices is an essential aspect of the overall consideration Dunaway Associates, L.P. requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of date of invoice. A statement of charges for services will be submitted by the 15th of each month. 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.

- 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, L.P. and Dunaway Associates, L.P.'s officers, directors, partners, employees, agents and Dunaway Associates, L.P.'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, L.P. or Dunaway Associates, L.P.'s officers, directors, partners, employees, agents or Dunaway Associates, L.P.'s Subconsultants or any of them, shall not exceed the total compensation received by Dunaway Associates, L.P. 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, L.P., their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

STANDARD TERMS & CONDITIONS

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- IX. Cessation of Services.** If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, L.P.'s invoices within 30 days of invoice date, Dunaway Associates, L.P. has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, L.P. for cessation of services, **and shall defend and indemnify Dunaway Associates, L.P.** from and against any claims for injury or loss stemming from Dunaway Associates, L.P.'s cessation of service. Client shall also pay Dunaway Associates, L.P. 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, L.P. within 10 days of receipt of the bill in question, and Client and Dunaway Associates, L.P. shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, L.P.'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, L.P. 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, L.P. 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 Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753, telephone number (512) 239-5263.
- XIV. Reimbursable Expenses.** Other charges which may apply to the Client's project include:
- A. Expenses include: 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, L.P.'s normal services, the Client may, at his option, contract directly with the third party for such services or through Dunaway Associates, L.P. If such contracts are made through Dunaway Associates, L.P., 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, L.P. 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, L.P. 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, L.P. for this project shall remain the property of Dunaway Associates, L.P. and Dunaway Associates, L.P. 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, L.P. has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, L.P. 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.