

July 29, 2019

AUTHORIZATION FOR PROFESSIONAL SERVICES

Mr. Chad Bartee, P.E.
City Engineer
City of Keller
1100 Bear Creek Parkway
Keller, TX 76244

Re: Assessment & Update of the Standard Construction Details for City of Keller, Texas

Dear Mr. Bartee:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering services for the referenced project. CobbFendley's services are to be performed for the sole benefit of the City of Keller, Texas ("Client"), who will be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein will constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

CobbFendley will provide the City of Keller (hereinafter called "City") engineering consulting services for a comprehensive update of the current one hundred (100) pages of City Standard Construction Details, which include:

- General Notes
- Paving Construction Details
- Water Construction Details
- Sewer System Construction Details
- Storm Drain Construction Details
- Tree Protection Details
- Erosion Control Details
- Miscellaneous Details (Project Signs)

BASIC SERVICES

A. STANDARD CONSTRUCTION DETAILS UPDATE

1. Conduct a project kick-off meeting with the City staff to determine the City's needs regarding their permit process (meeting held on July 23, 2019). With additional coordination to follow using phone calls and electronic correspondence.
2. Assess the City Standard Construction Details the following ways:
 - A. Review the current Standard Construction Details and the current City Design Standards (Article 5 of the City of Keller Unified Development Code) for continuity between the two governing documents and identify any discrepancies, creating a list for discussion.

COBB FENDLEY: _____ CLIENT: _____

- B. Use current knowledge of, and perform research regarding, up to five (5) similar municipalities' standard construction details to determine which additional details should be incorporated (with possible modifications) into the City's details, creating a list for discussion.
3. Attend first status meeting with City staff to review lists from the initial assessment, discuss solutions, and receive gathered input from Public Works Department personnel regarding current practices and their desired revisions/updates to the details.
4. Using AutoCAD, update the City's current details and create any new details (this proposal assumes up to fifteen (15) new details will need to be created), per the decisions reached during the status meeting.
5. Provide a preliminary draft of the updated details in PDF form for first City staff review.
6. Attend second status meeting with City staff to discuss staff comments and any suggested revisions.
7. Incorporate comments, suggestions, and requested revisions from the preliminary draft into the updated details.
8. Provide a final draft of the updated details in PDF form for second City staff review.
9. Coordinate with City staff via electronic correspondence for final review and any remaining minor revisions.
10. Provide City with final deliverable versions of the updated Standard Construction Details in both AutoCAD and PDF format.

B. CITY RESPONSIBILITIES

The City will provide the following information in a timely manner so as not to delay the services of CobbFendley:

1. The City will provide AutoCAD files for the current details.
2. The City will meet internally with Public Works Department personnel and provide the Engineer with feedback regarding desired detail revision/additions.
3. The City will attend review meetings and make final decisions on issues such that questionable matters may be resolved and the project progresses as scheduled.

COBB FENDLEY: _____ CLIENT: _____

C. ADDITIONAL SERVICES

The following services are not included in this proposal. They can be added as additional services or provided by the City as necessary:

1. Any engineering consulting or design services other than those expressly detailed in this proposal.

D. COMPENSATION

Compensation to CobbFendley for the Basic Services and project expenses in the Scope of Services will be the lump sum of \$89,200.00. If CobbFendley sees the Scope of Services changing so that Additional Services are needed, CobbFendley will notify Client for Client's approval before proceeding.

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from Dallas and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

DESIGN SERVICES	\$89,200.00
PROJECT TOTAL (Max. Fee)	\$89,200.00

THIS SPACE INTENTIONALLLY LEFT BLANK

COBB FENDLEY: _____ CLIENT: _____

E. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

This Agreement, and the included General Terms and Conditions, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:

COBB, FENDLEY & ASSOCIATES, INC.

By: _____

J. Cal Bostwick, P.E.
Sr. Vice President

Date: _____

CLIENT:

CITY OF KELLER, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

COBB FENDLEY: _____ CLIENT: _____

F. GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

1. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

2. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

3. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

4. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

5. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest

COBB FENDLEY: _____ CLIENT: _____

therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

6. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

7. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

8. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

9. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

COBB FENDLEY: _____ CLIENT: _____

10. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

11. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

12. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

13. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within ten (10) business days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

14. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

COBB FENDLEY: _____ CLIENT: _____

15. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

16. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

17. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

COBB FENDLEY:_____ CLIENT:_____

Labor Code Billing Table List

Tuesday, June 4, 2019

3:29:17 PM

Cobb, Fendley & Associates, Inc.

Table	Labor Code	Description	Rate
1220	2019 CobbFendley Standard Rate Table	Available for Project Planning	
Organization: Proj Sponsor: Proj Manager: Proj Accountant: Code:			
	01B	Principal	290.0000
	02B	Senior Engineer V	290.0000
	03B	Project Manager II	195.0000
	04B	Senior Engineer II	220.0000
	05B	Project Manager V	270.0000
	06B	Engineer I	125.0000
	08B	Senior Engineer I	195.0000
	10N	Crew Member	
	12B	Clerical	80.0000
	14B	3 Person Survey Crew	170.0000
	15B	2 Person Survey Crew	145.0000
	16B	Registered Professional Land Surveyor	170.0000
	22B	ROW Attorney	160.0000
	23B	Right-of-Way Agent III	160.0000
	24B	Senior ROW Agent/Project Manager I	180.0000
	25B	Senior ROW Agent/Project Manager III	250.0000
	26B	Right-of-Way Agent II	140.0000
	27B	Senior ROW Agent/Project Manager II	200.0000
	28B	Right-of-Way Agent I	110.0000
	31B	Project Manager I	170.0000
	32B	Construction Observer II	130.0000
	33B	Construction Observer III	155.0000
	34B	Engineer III	170.0000
	35B	Construction Manager III	280.0000
	36B	Construction Manager I	185.0000
	37B	Construction Observer I	110.0000
	38B	Construction Manager II	230.0000
	39B	Licensed State Land Surveyor	235.0000
	42B	Project Manager III	220.0000
	43B	Senior Engineer III	235.0000
	58B	Engineer II	150.0000
	60B	4 Person Survey Crew	190.0000
	61B	Senior Engineer IV	270.0000
	62B	Project Manager IV	235.0000
	83B	1 Person Survey Crew	105.0000
	84B	Vac Exc Truck w/2 Tech.(Vac 3000&4000)	295.0000
	86B	Vac Exc Truck w/2 Tech.(Vac 6000)	315.0000
	87B	1 Person Designating Crew	110.0000
	88B	2 Person Designating Crew	170.0000
	89B	Ground Penetrating Radar with 1 Tech.	260.0000
	90B	UAV Drone w/2-Man	235.0000
	91B	HyDrone w/2-Man	340.0000
	97B	Administrative	105.0000
	T1B	Technician I	60.0000
	T2B	Technician II	80.0000
	T3B	Technician III	100.0000
	T4B	Senior Technician I	125.0000

Table	Labor Code	Description	Rate
1220	2019 CobbFendley Standard Rate Table	Available for Project Planning	
Organization:			
Proj Sponsor:			
Proj Manager:			
Proj Accountant:			
Code:			
	T5B	Senior Technician II	145.0000
	T6B	Senior Technician III	165.0000