

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total of **One Hundred Fifty-Eight Thousand Eight Hundred Fifty-Five and No/100 Dollars (\$158,855.00)**. Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless provided differently herein.

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

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

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Charles S. Cox, City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

If intended for Professional:

Dunaway Associates, L.P.
Attn: _____
550 Bailey Avenue, Suite 400
Fort Worth, Texas 76107

6.9 Insurance.

(a) Professional shall during the term hereof maintain in full force and effect the following insurance:

(1) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

- (4) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions:
- (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;
 - (2) provide for at least thirty (30) days prior written notice to City for cancellation of the insurance;
 - (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by City.

6.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF

CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

SIGNED AND AGREED this ____ day of _____ 2018.

City of Farmers Branch, Texas

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

SIGNED AND AGREED this ____ day of _____ 2018.

Dunaway Associates, L.P., a Texas limited partnership

By: Dunaway Genpar, LLC, a Texas limited liability company, its general partner

By: _____

Name: _____

Title: _____

**EXHIBIT “A”
Scope of Services**

**Proposal for Professional Services
for
JOHN F. BURKE NATURE PRESERVE
PHASE 1 IMPROVEMENTS**

Farmers Branch, Texas

October 2, 2018

PROJECT DESCRIPTION

Dunaway Associates, L.P. (“Dunaway”) will perform professional design services for the City of Farmers Branch (“City”) to develop a Phase 1 of park improvements at John F. Burke Nature Preserve on Valley View Lane in Farmers Branch, Texas. This phase 1 is based upon the John F. Burke Nature Preserve Master Plan developed by Dunaway in September 2016. Dunaway will perform a topographic survey, preliminary design, cost evaluation, and prepare design development drawings, and final construction documents to be used for the purpose of bidding in accordance with City standards.

Dunaway’s scope of services includes professional landscape architectural, survey, and engineering services. This scope of services and fee schedule is based upon an approximate construction budget of \$1,500,000 as identified by City staff. Phase 1 program items currently include the following:

- Bus parking and accessible connection concrete trail to restroom and entrance
- Restroom (with possible sewer connection at Valley View Lane and Mercer)
- Two accessible parking spaces
- 12’ wide concrete trail (from the parking lot to the pond loop trail)
- 6’ wide concrete pond loop trail with various soft trail connectors
- Group pavilion
- Pond boardwalk with observation platform and bench seating
- Canopy boardwalk with a river overlook
- Outdoor classrooms and interpretive signage
- Research and possibly secure other available funding opportunities

SCOPE OF SERVICES

A. TOPOGRAPHIC SURVEY

1. Dunaway will perform a topographic survey for the site, including all manmade structures, vegetation, and above ground site features/utilities for areas outlined in Exhibit A. This survey will also include a general tree survey showing location, type, and size of trees 6” caliper or larger. Heavily wooded areas will not be included in the tree survey. Where proposed trails are routed through heavily wooded areas, the centerline of the trail will be staked by Dunaway and City staff; and, a corridor of approximately 40 feet in width (approximately 20 feet on both sides of the staked centerline) will be surveyed.

B. DATA GATHERING AND BASE MAPPING

1. The City will provide Dunaway any additional information available required to perform this Scope of Services for on-site and off-site conditions including, but not limited to: as-built drawings; plats; above and below ground utilities; easements; property lines; rights-of-way, subdivision layouts, roadways, vegetation, soils/geotechnical information, hydrology/drainage information, etc.
2. Based upon the new topographic and boundary survey provided by Dunaway and information provided by the City, Dunaway will prepare an existing conditions base map for use in preliminary design.
3. Dunaway will hold a kick-off meeting with City staff to confirm the park development program and confirm the City's overall goals for this project. This meeting will utilize the Master Plan developed by Dunaway in 2016. This meeting will also confirm an anticipated budget allocation by the City for the construction of phase 1 park improvements.
4. On the same day as the kick-off meeting, Dunaway will conduct a site review with City staff to visually inventory existing site features, both on-site and off-site. From this inventory, Dunaway will identify primary opportunities and constraints of the site and its potential for development of phase 1 program items. Also during this site visit, the group will stake a proposed centerline of trail for use by surveyors in preparing the topographic survey.

Task B Deliverables:

- Existing Conditions Base Map (PDF)

C. PRELIMINARY DESIGN AND COST EVALUATION

1. Based on the site review and new topographic survey information, Dunaway will prepare one (1) Preliminary Design Concept Plan identifying proposed phase 1 improvements. The Preliminary Design Concept Plan will be based upon the City-approved program items; identified site opportunities and constraints; the John F. Burke Nature Preserve Master Plan dated 2016, and the estimated construction budget provided by the City.
2. Based upon the Preliminary Design Concept Plan, Dunaway will prepare a Preliminary Cost Opinion for the proposed phase 1 improvements.
3. Dunaway will attend one (1) meeting with City staff and a City-appointed Advisory Committee to review the Preliminary Design Concept Plan and Cost Opinion, to confirm the overall design layout and obtain City approval before proceeding into the Design Development phase of work.
4. Dunaway will attend (1) meeting with NTTA and (1) meeting with the Valwood Improvement Authority to review the Preliminary Design Concept Plan and gain feedback from each agency.

5. Based on feedback from the Advisory Committee, City Staff, NTTA, etc., Dunaway will revise the Preliminary Design Concept Plan and Preliminary Cost Opinion.
6. Dunaway will facilitate (1) conference call with City staff to review the Revised Preliminary Concept Plan and Cost Opinion. The purpose of this call will be to obtain final approval of the design layout and prioritize the City's budget of \$1.5 Million in program items to be included in the Design Development and Final Construction Documents phase of work.

If the City increases the program and construction budget, Dunaway will review with the City the required additional fees necessary to cover the increase in scope of work. Dunaway will not proceed into the Design Development phase of work until the final program and budget allocations have been approved in writing by the City.

7. Dunaway will attend a Pre-Application Meeting with representatives from the Planning & Zoning Department. The purpose of this meeting will be to preview the Preliminary Design Concept Plan and go over the Site Plan review process. It is assumed the John F. Burke Nature Preserve falls within Planned Development District No. 78 as noted by City staff.

D. DESIGN DEVELOPMENT

1. Based upon approval of the Preliminary Design Concept Plan, Dunaway will prepare Design Development drawings for the proposed phase 1 improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.
2. The City will provide to Dunaway all front-end documents, contracts, insurance requirements, general conditions, etc. for use by Dunaway in preparing the specifications and contract documents.
3. Dunaway will prepare a preliminary Table of Contents for the specifications and contract documents.
4. Based upon the Design Development drawings, Dunaway will prepare a 50% completion Cost Opinion for the proposed park improvements.
5. Dunaway will submit the Design Development drawings, Cost Opinion and Table of Contents for the specifications and contract documents to the City for review and approval. Dunaway will attend (1) meeting with City staff and the Advisory Committee to review the Design Development submittal and gain feedback. This step will also include submitting the Design Development Drawings to NTTA and Valwood Improvement Authority for review and comment, including up to (1) meeting with representatives from each agency if needed.

6. The City will forward all review comments in writing to Dunaway for the Design Development drawings submittal. Dunaway will obtain these comments and approval from the City prior to proceeding into Final Construction Documents.

Task D Deliverables:

- 50% Design Development Drawings
- Table of Contents for Specifications & Contract Documents Booklet
- 50% Design Development Cost Opinion

E. FINAL CONSTRUCTION DOCUMENTS

1. Based upon approval of the Design Development drawings, Dunaway will prepare Final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the specifications & contract documents.
1. Based upon the 95% Construction Documents, Dunaway will prepare a final cost opinion for all the proposed Park improvements.
2. Dunaway will submit the 95% Construction Documents and cost opinion to the City for final review and comment. The City will provide Dunaway final, written comments for all revisions requested to the Final Construction Documents.
3. Dunaway will submit 95% Construction Documents to the Planning & Zoning Department for Site Plan Review. It is assumed this will include submittal of a Site Plan Exhibit, Landscape Plan Exhibit, Building Elevation Exhibit, and other related document sheets as required by the Planning Department. Dunaway will revise and resubmit documents as reviewed by the Planning Department for approval by P&Z and City Council.
5. Based upon the final written comments received from the City, Dunaway will prepare final 100% Construction Documents for the City to utilize in bidding the project.

Dunaway will attend (1) meeting with City staff and the Advisory Committee to review the 100% Construction Documents submittal and gain feedback. This step will also include submitting the 100% Construction Documents to NTTA and Valwood Improvement Authority for review and comment, including up to (1) meeting with representatives from each agency if needed.
6. Dunaway will assist the City by attending (1) Park Board or City Council Meeting to provide an update on the overall design and the projected process of bidding, construction, etc. per City staff's direction.

7. Dunaway will submit the Final Construction Documents to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. Fees associated with Plan Review and Project Filing are included in this Scope of Services.

Task E Deliverables:

- 95% Construction Documents
- 95% Final Cost Opinion
- 100% Construction Documents
- Park Board / Council Powerpoint Presentation (PDF)
- Submission of Construction Documents to Planning Department for Review and Approval
- Submission of Construction Documents for TDLR Plan Review and Project Filing

F. BID PHASE

1. Dunaway will provide the City with electronic copies (PDF) of the documents for the Bid and Construction Document Package. The City will be responsible for the advertisement of the bidding, printing and distribution of bid sets and overall management of the bidding process.
2. Dunaway will attend a pre-bid meeting with City representatives and the potential bidders.
3. If required, Dunaway will prepare addenda for distribution during the bid phase.
4. Dunaway will assist the City in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to the City for award of contract.

Task F Deliverables:

- Bid Tabulation
- Review of contractor's bids and letter of recommendation for award of contract

G. CONSTRUCTION PHASE

1. Dunaway will assist the City by attending a pre-construction meeting and a maximum of six (6) 2-hour progress meetings during construction to evaluate completion of work by the Contractor. If the number of required meetings or the amount of meeting time increases, additional time can be provided by Dunaway as an additional service as requested and approved by the City in writing. These additional meetings would be billed to the City monthly as a reimbursable expense according to Dunaway's standard hourly rate schedule. The City will be responsible for the day-to-day administration of the construction contract.

2. Dunaway will prepare written meeting notes as necessary for key meetings attended during the construction of the project.
3. Dunaway will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications will also be reviewed each month by Dunaway and will then be forwarded to the City with the appropriate recommendation.
4. Dunaway will assist the City in attending one (1) substantial completion project walk-through with the Contractor and subcontractors to review the completion of work. Dunaway will provide written comments to the City for the preparation of a "punch list" for work to be completed by the Contractor.
5. Dunaway will assist the City in attending (1) final walk-through to review the contractor's response to "punch list" items.

Task G Deliverables:

- Meeting notes for progress meetings/reviews as necessary
- Processing of submittals and RFIs
- Field Report from the substantial completion walk-through ("punch list")
- Field report from the final project walk-through

H. 404 WATERS OF THE US DETERMINATION & PERMITTING ASSISTANCE

1. Waters of the U.S. Verification

Dunaway will perform a field visit on the entire John Burke Nature Preserve property to verify the extent of Waters of the U.S. (WOUS) identified in a previous delineation conducted by Integrated Environmental Solutions (IES). Dunaway will utilize shapefiles from IES of the existing WOUS to verify conditions in the field represent the delineation conducted in 2010. This verification is required because the existing delineation is over 5 years old.

This scope assumes site conditions have remained constant since 2010 and the WOUS identified on-site will be present in their mapped locations. This verification will allow Dunaway to utilize the IES "Proposed Waters of the U.S. Delineation" for any required permitting with the United States Army Corps of Engineers (USACE) by simply including updated site photos and vegetation.

2. Permitting Assistance

Nationwide Permitting Assistance – Dunaway will provide assistance with a Section 404 Nationwide Permit (NWP) 14 for development associated with the trail system. NWP 14 authorizes the construction of linear transportation

projects in waters of the U.S. Impacts are limited to ½-acre of non-tidal waters of the U.S., Additionally, a pre-construction notification (PCN) is not required if the impacts are less than 0.10 acres. Per recent guidance from the USACE (Stream Mitigation Method), this scope assumes the project will be able to use one of the approved mitigation banks within the service area of the project area.

It is assumed that this trail project will be able to utilize NWP 14 with no PCN to USACE due to impacts being less than 0.10 acres. As long as Phase 1 and Phase 2 impacts are each less than 0.10 acres, the project may proceed without a PCN. If impacts associated with either Phase 1 or Phase 2, a PCN will be required. USACE looks at each individual linear transportation crossing as its own project, allowing each individual impact up to 0.10 acres of impact.

III. ASSUMPTIONS

- A. Based on the John F. Burke Nature Preserve Master Plan dated September 2016, the City has identified a construction budget of \$1,500,000 for a first phase of project improvements. Should this construction budget substantially increase or decrease; or, if the City should require a significant number of alternate bid items to be included in the construction document package, Dunaway and City staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.
- B. The City will provide, as expeditiously as possible, all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should Dunaway need any additional survey information, the City will provide this information to Dunaway. All information provided by the City is assumed by Dunaway to be accurate and complete, unless indicated otherwise by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to Dunaway and any costs associated with acquisition of information will be borne by the City.
- D. This Scope of Services does not include any Floodplain Analysis or Water Permitting services. The City will be responsible for all required studies and applications related to the following agencies: Corridor Development Certificate (CDC) permitting; Federal Emergency Management Agency (FEMA) map revision preparation and processing; Texas Commission on Environmental Quality (TCEQ) permits or applications.
- E. Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.
- G. No public or community input meetings are provided within this Scope of Services.

- H. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- I. This Scope of Services does not include boundary survey or platting services.
- J. This Scope of Services does not include geotechnical investigation and engineering services.
- K. This Scope of Services does not include preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- L. This Scope of Services does not include design or production of any marketing materials to be utilized by the City for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- M. The City will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- L. It is anticipated that improvements identified in this scope will be prepared as one bid package. If additional bid packages are required by City for phasing breakouts, Dunaway will re-evaluate the scope of services to address additional fees not covered in this scope of work.
- M. This scope of services does not include preparation of grant applications, including coordination or management of any existing grant funding.

IV. BASIS OF COMPENSATION

Dunaway will provide Basic Design Services for a Lump Sum of \$ 137,980.00 (One Hundred Thirty-Seven Thousand Nine Hundred Eighty and 00/100 Dollars). Total fees, including Specialty Services, are as follows:

Basic Design Services

B. Data Gathering and Base Mapping	\$ 7,210.00
C. Preliminary Design and Cost Evaluation	\$ 13,710.00
D. Design Development.....	\$ 34,250.00
E. Final Construction Documents*	\$ 62,880.00
F. Bid Phase.....	\$ 6,450.00
G. Construction Phase	\$ 13,480.00
Subtotal Basic Design Services (Items B through G)	\$ 137,980.00

Specialty Services

A. Topographic Survey	\$ 13,975.00
H. 404 Waters of the US Determination & Permitting Assistance.....	\$ 6,900.00
Subtotal Specialty Services	\$ 20,875.00

TOTAL FEES (Items A through H) \$ 158,855.00**

* This phase of work includes TDLR fees for project registration, plan review and post-construction inspection.

** Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). Special request expenses for out-of-house services are not included in the lump sum fee listed above; and, these will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, reprographic services, multiple print copies, binding, dry mounting, etc.

V. PROJECT SCHEDULE

Periodic submittal of deliverables and completion of Final Construction Documents will be coordinated with City staff once Dunaway receives Notice-to-Proceed. Overall schedule will be contingent upon final reviews and coordination with the City.

VI. COST OPINIONS

Any cost opinions provided by Dunaway will be developed on a basis of experience and judgment. Since it has no control over market conditions or bidding procedures, Dunaway cannot warrant that bids or ultimate construction costs will not vary from these cost opinions; however, Dunaway acknowledges that the City is relying on the cost opinions provided by Dunaway and expects minimal variation from the cost opinions provided.

VI. ADDITIONAL SERVICES

Additional Services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Items which would be considered Additional Services could include: additional site surveying, design of additional program items beyond what has been identified by the City for phase 1 improvements, alternate bid items, additional meetings with City Staff and/or presentation to other groups, etc.