



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **O'Brien Engineering, Inc** hereinafter called "ENGINEER," and the **City of Farmers Branch, Texas**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires ENGINEER to perform certain work and services set forth in Section 1, Scope of Services.

WHEREAS, ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and ENGINEER agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by OWNER, ENGINEER agrees to provide to OWNER the necessary professional engineering services related to the preparation of plans and specifications for the ***FB Creek Erosion Projects 2019*** as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until ENGINEER completes the services required herein to the satisfaction of OWNER, unless sooner terminated as provided in Section 8, below.

Section 3. Engineer Obligations

A. ENGINEER shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, ENGINEER shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for ENGINEER to perform the services under this Agreement, ENGINEER shall be authorized to engage the services of any agents, assistants, persons, or corporations that ENGINEER may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to ENGINEER only if authorized in writing in advance by OWNER.

C. ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. OWNER agrees to pay ENGINEER for all services authorized in writing and properly performed by ENGINEER in accordance with the Payment Schedule set forth in Exhibit "B," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to ENGINEER by OWNER shall be based on invoices submitted by ENGINEER for work performed monthly by ENGINEER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

B. OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, ENGINEER has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

C. The Total Engineering Fee shall be as specified in Exhibit "B," which shall not exceed **\$132,000.00**. OWNER may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to OWNER. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of ENGINEER's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

Section 5. Responsibilities

A. ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time For Performance

A. ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is

of the essence of this Agreement, such services shall be completed within **120 calendar days** after written Notification to Proceed from OWNER to ENGINEER, exclusive of OWNER and other governmental review time.

B. In the event ENGINEER's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, ENGINEER may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to ENGINEER, unless ENGINEER shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and ENGINEER have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the ENGINEER) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by ENGINEER in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.

C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees,

associates, agents and Engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and engineers.

Section 8. Termination

A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

B. Should OWNER require a modification of this Agreement with ENGINEER, and in the event OWNER and ENGINEER fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by ENGINEER prior to such termination date.

Section 9. Insurance

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

(i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER'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;

(ii) A automobile liability insurance policy covering any vehicles owned and/or operated by ENGINEER, 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;

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

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) name the CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;

(ii) provide for at least thirty (30) days prior written notice to the CITY for cancellation of the insurance; and

(iii) provide for a waiver of subrogation against the 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.

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 evidencing the required insurance and all endorsements shall be delivered to CITY prior to commencement of services.

Section 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 ENGINEER pursuant to this Agreement. ENGINEER hereby waives all claims against CITY, its officers, agents and employees (collectively referred to in this section as "City Indemnitees") 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 the City Indemnitees. ENGINEER agrees to indemnify and save harmless the City Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including court costs, 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 the negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of ENGINEER, 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 a City Indemnitee, in whole or in part, in which case ENGINEER shall indemnify the City Indemnitee only to the extent or proportion of negligence attributed to ENGINEER, its officer, as determined by a court or other forum of competent jurisdiction). ENGINEER's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by ENGINEER under this Agreement. This provision shall survive the termination of this Agreement.

Section 11. Assignment

ENGINEER shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

Section 12. Applicable Laws

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; 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

Section 13. Default of Engineer

In the event ENGINEER fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to ENGINEER, OWNER may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by OWNER at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by resubletting to others.

B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of ENGINEER.

Section 14. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by ENGINEER without a written agreement with OWNER prior to the performance of such services.

Section 15. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between ENGINEER and OWNER.

Section 16. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 17. 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.

Section 18. Independent Contractor.

It is understood and agreed by and between the parties that ENGINEER in satisfying the conditions of this Agreement is acting independently and that the OWNER assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by ENGINEER pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. ENGINEER 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. There is no intended third party beneficiary to this Agreement.

Section 19. Right-Of-Access.

OWNER will obtain and/or furnish right-of-access on any project site for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to any Task Order. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 20. 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 to OWNER:
(Physical Address) Director of Public Works
City of Farmers Branch
13000 William Dodson Pkwy
Farmers Branch, TX 75234

(Mailing address): P.O. Box 819010
Farmers Branch, TX 75381

(With copy to): Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If to ENGINEER: Joshua McClure – Vice President
O'Brien Engineering, Inc.
2340 E. Trinity Mills, Ste. 220
Carrollton, Texas 75006

Section 21. 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.

Section 22. Exhibits.

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

Section 23. Survival of Obligations.

Any of the representations 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.

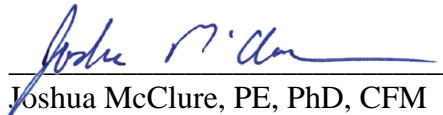
(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

OWNER:
City of Farmers Branch, Texas

ENGINEER:
O'Brien Engineering, Inc.

By: _____
Charles S. Cox,
City Manager

By:  _____
Joshua McClure, PE, PhD, CFM
Vice President, Operations

Date: _____

Date: 4/8/2019

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

EXHIBIT A

FB Creek Erosion Projects 2019 – Scope of Services

Project Description

O'Brien Engineering, Inc. (OEI) has been asked to provide this proposal, by the City of Farmers Branch (CLIENT), for engineering services across four sites along Farmers Branch Creek. The CLIENT had engaged Freese and Nichols to perform a watershed study to identify locations at risk for flooding and erosion and develop concept-level alternatives to address the problem areas. OEI will be reviewing the alternatives for sites E-8, E-12, E-20, and E-21 from the report and designing solutions for bidding purposes.

Site E-8 is located near Mustang Trails Park near the Valley View Lane and Templeton Trail Intersection. The trail path has an outlet structure with several pipes through it and water flowing through a culvert upstream is causing undercutting the outlet structure and the creek downstream of it. The CLIENT has requested that riprap be installed at the structure and the area downstream of the creek. OEI recommends survey be performed on that area to determine an accurate quantity of riprap for bidding purposes.

Site E-12 is located near the 3100 block of Brookhollow Drive, south of the end of Lost Valley. Sanitary sewer pipe is exposed at the bed of the creek and the northern bank is eroding back. To protect the creek from eroding further, a gabion basket wall with tiebacks can be installed to match the slopes of the creek and buried into the ground to protect from future downcutting of the creek. The exposed pipe shall be concrete encased to protect it from potential damage from the creek.

Site E-20 is located near the 2900 block of Maydelle Lane, north of the Veronica Road crossing. The southeastern bank has a small vertical stone wall along the base of the creek from the northern edge of the Veronica Road culvert wingwall for approximately 110 linear feet upstream. There is a sanitary sewer manhole located on the upper bank near the wingwall that is exposed due to erosion on the upper bank. The CLIENT requests that the sanitary sewer manhole be protected with a gabion wall. OEI recommends extending the gabion basket wall to the wingwall on the downstream side and to the edge of the bank erosion on the upstream side. The CLIENT requests the natural grades be maintained near the upstream tie-in, as that area currently serves as a ramp to the lower bank area.

Site E-21 is located near the 12200 Block of Treeview Lane, south of the Veronica Road crossing. The stream bank is eroding back and the sanitary sewer manhole is exposed, showing signs of deterioration. OEI proposes a wall extending from upstream of the manhole to the gabion basket wall downstream.

For all proposed gabion basket walls, tiebacks will be used to secure the baskets into

rock below, per geotechnical recommendations. Fill will be placed behind gabion baskets and would slope back to the existing ground matching the existing slopes at the ends of the walls. Hydraulic modeling is not anticipated for this project as the intent with the gabion walls is to restore the existing creek bank slopes. No floodplain changes are expected based upon the CLIENT's current intent so no FEMA permitting is required. 404 permitting will be required for performing work in Farmers Branch Creek. Each of the walls will not affect more than 500 linear feet of creek bank and work should be covered through National Water Permit 13, Bank Stabilization. No preconstruction notification to USACE is expected for this permit. No 404 delineations are included herein, but can be performed as an additional service at CLIENT's request.

No specification book will be prepared for the project. Plans will reference NCTCOG specifications or City of Farmers Branch specifications. As necessary for the gabion wall and tie-back system, specifications will be listed as notes on the drawings.

Project Scope of Services

Basic Services:

1. Data Gathering

- a. Site Reconnaissance – Complete a site visit to identify site conditions and establish project scope. Gather and obtain related data sets for the project site, such as record drawings and plats.
- b. Topographic Survey – Horizontal and vertical control for the project site, including trees, boundary determination and utilities.
- c. Geotechnical Engineering Data Collection – Contract with geotechnical investigation for proposed design in the project area. Geotechnical services shall include at least two borings per site and report addressing the following:
 - 1) Description of soil and ground water conditions as they relate to performance and construction of project;
 - 2) Foundation recommendations;
 - 3) Lateral loads for design of the gabion retaining structure;
 - 4) Recommendations for design of rock anchors or soil nails, including allowable pull-out;
 - 5) Earthwork and testing.

2. Proposed Wall Design

- a. Conceptual Design Plans –
 - 1) Prepare conceptual design plans with submittals at thirty percent (30%) completion. Prepare the following sheets at legible engineering scale and as indicated below.
 - a) Cover sheet.

- b) Quantity sheet for informational use.
- c) Existing site plan sheet
- d) Typical sections.
- e) Proposed retaining wall plan sheet.

b. Preliminary Design Plans –

- 1) Incorporate comments from CLIENT review of conceptual design plans.
- 2) Prepare preliminary plans with submittals at sixty percent (60%) completion. Prepare the following sheets at legible engineering scale and as indicated below.
 - a) Cover sheet.
 - b) Quantity sheet for informational use
 - c) Project layout control sheet.
 - d) Typical sections and detail sheets.
 - e) Proposed retaining wall plan and profile sheets.
 - f) Demolition plan sheet.
- 3) Information required can be combined on sheets if the information can be clearly shown and is approved by the CLIENT.
- 4) Submit 30% plans to affected utilities such as water, wastewater, gas, telephone, cable TV and electric to obtain accurate information of their facilities as necessary.
- 5) Prepare outline of any special technical specifications needed for this project.
- 6) Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost.

c. Final Design Plans –

- 1) Incorporate comments from CLIENT review of preliminary design plans.
- 2) Prepare final plans with submittals at ninety percent (90%) completion. Prepare the following sheets at legible engineering scale and as indicated below.
 - a) Cover sheet.
 - b) Quantity sheet for informational use
 - c) Project layout control sheet.
 - d) Typical sections.
 - e) Proposed retaining wall plan sheet.
 - f) Demolition plan sheet.
 - g) Erosion control plan and details.
- 3) Incorporate comments for the utility companies.
- 4) Finalize construction plans for proposed improvements.
- 5) Finalize special technical specifications and special conditions (if any)
- 6) Incorporate standard details into the construction plans and

- prepare additional details as required.
 - 7) Submit final construction quantity take-offs and prepare final construction cost estimates.
 - d. Corrected Final Design Plans –
 - 1) Incorporate comments from CLIENT review of final design plans.
 - 2) Prepare corrected final plans.
 - 3) Submit corrected final plans and bid documents to CLIENT. Submissions will be electronic. 3 sets of final prints will be submitted as well.
 - 4) Submit CAD design files in AutoCAD format.
- 3. Meetings – Attend meetings with CLIENT as requested. Three meetings are included. Additional meetings can be attended as an Additional Service for an additional fee.
- 4. As-Builts
 - a. Create as-built drawings based on contractor and City provided markups to the plans. No as-built survey is included.
 - b. A CD of all documents in PDF, TIFF, and AutoCAD format shall be provided.

Special Services:

- 1. Bid Phase Services
 - a. Assist with preparing bid package that includes plans, special specifications, and bid proposal. CLIENT staff will prepare the front end boiler plate.
 - b. Bid Evaluation – Evaluate bids and contact bidder references.
 - c. Respond to RFIs from contractors.
 - d. Attend pre-bid meeting to be organized by CLIENT.
- 2. Construction Administration –
 - a. Attend pre-con meeting to be organized by CLIENT.
 - b. Respond to RFIs.
 - c. Make periodic site visits – Make up to eight site visits during construction, only on an as needed basis, to assess whether the project is proceeding in general conformance with the plans and specifications.

Exclusions

It is OEI's understanding that the following services are not necessary or will be performed by CLIENT staff. These can be performed at CLIENT's request as an Additional Service and at an additional fee.

1. Landscaping;
2. Water Rights Permitting;
3. Tree Survey;
4. Floodplain Mapping or FEMA Floodplain Permitting;
5. Construction supervision;
6. Evaluation of contractor pay requests;
7. Waters of the US Delineation or USACE Submittals/Coordination;
8. Site Clearing for Survey or Geotechnical Access;
9. Boundary surveys or easement preparation;
10. Specification book.

Schedule

The following draft project schedule is based on a Notice to Proceed (NTP) date of April 22, 2019.

SCHEDULE			
Task	Start Date	End Date	Duration (working days)
Notice to Proceed	April 22	April 22	1
Data Gathering, Field Surveys, Geotech	April 22	June 7	30
Conceptual Design	May 24	June 21	21
Conceptual Design City Review	June 24	June 28	5
Preliminary Design	June 29	July 19	20
Preliminary Design City Review	July 22	July 26	5
Final Design	July 29	August 16	15
Final Design City Review	August 19	August 23	5
Corrected Final Design	August 19	September 6	10

It is based on current workloads (for OEI and our subconsultants) and assumes that weather and other factors will not significantly delay data collection. The schedule assumes CLIENT has one week to review each major submittal and will provide needed data and responses to questions in a timely manner. The design delivery date shown in this schedule is September 6, 2019.

EXHIBIT B

FB Creek Erosion Projects 2019 – Payment Schedule

Services rendered for Basic Services as itemized specifically in Attachment “A”, shall be billed monthly based on OEI estimate of the percentage of work completed. The City of Farmer’s Branch agrees to pay the following fees, itemized for reference purposes.

BASIC SERVICES	
DESCRIPTION	TOTAL
Data Gathering, Site Reconnaissance	\$3,100
Preliminary Design	\$82,200
Final Design	\$33,000
As-Built Drawings	\$3,000
TOTAL	\$121,300

Special Services – Services described in “Attachment A” not covered under Basic Services. Special Services will be provided at the request of CITY and will be charged at OEI hourly rates. OEI recommends setting the below budget.

SPECIAL SERVICES	
DESCRIPTION	TOTAL
Bid Phase Services	\$4,200
Construction Administration	\$7,500
TOTAL	\$11,700

The total engineering services provided by OEI shall not exceed **\$132,000**, unless modified through the terms of the contract.

Additional Services - on an hourly basis as requested by CLIENT. Our current hourly rate schedule is shown below. A separate proposal will be provided on any additional services item at CLIENT's request.

Principal	\$275.00	Junior Engineer	\$105.00
Project Manager	\$198.00	Senior Designer	\$122.00
Senior Hydrologist	\$188.00	Senior CADD Tech	\$110.00
Senior Engineer	\$188.00	Tech II/CADD Operator	\$98.00
Project Engineer	\$160.00	Tech I/CADD Operator	\$87.00
Task Engineer	\$141.00	Support Staff	\$71.00
Staff Engineer	\$125.00		