



Economic Development  
Corporation (EDC) Board of  
Directors

Regular Session

March 4, 2021  
6:15 P.M.

**CITY OF CROWLEY**  
**Economic Development Corporation**  
**Board of Directors**

**March 4, 2021**

**6:15 P.M.**

**Economic Development Corporation Board**

President Christine Gilbreath

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\_\_\_\_\_

Member Jesse Johnson

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\_\_\_\_\_

Member Carl Weber III (VP)

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Member Johnny Shotwell

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\_\_\_\_\_

Vacant

\_\_\_\_\_

\_\_\_\_\_

Member Jim "Mac" McDonald

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\_\_\_\_\_

Member Alex Hogan

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**EDC Officers**

Executive Director Robert Loftin

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Treasurer Lori Watson

\_\_\_\_\_

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Secretary Carol Konhauser

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**AGENDA  
CROWLEY ECONOMIC  
DEVELOPMENT CORPORATION  
MARCH 4, 2021  
REGULAR SESSION - 6:15 p.m.**

**Crowley City Hall  
201 E. Main Street  
Crowley TX 76028**

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*Citizens may address the board members by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).*

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**REGULAR CALLED MEETING –March 4, 2021- 6:15 P.M.**

**I. CALL TO ORDER OF THE EDC / ROLL CALL**

**II. EDC BUSINESS**

1. Discuss and consider approving the minutes from the EDC meeting held on February 4, 2021.
2. Discuss and consider approval of expenditures for the design and construction plans for the downtown parking lots at 230 E. Main St. and 200 N. Hampton Rd.

**III. ADJOURNMENT**

**I, the undersigned authority, do hereby certify that this Agenda of the Economic Development Corporation to be held on March 4, 2021, meeting of the governing body of City of Crowley is a true and correct copy posted on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ am/ pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.**

\_\_\_\_\_  
Carol C. Konhauser, City Secretary

**THE EDC AND CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:**

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
  2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.
- The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email [ckonhauser@ci.crowley.tx.us](mailto:ckonhauser@ci.crowley.tx.us) for further information.

**NOTICE:** A quorum of the Crime Control and Prevention District Board of Directors will be present at this meeting; however, neither Board will take action on any items on this posted agenda.



## Crowley EDC Board

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### AGENDA REPORT

**Meeting Date:** March 4, 2021

**Agenda Item:** II-1

**Staff Contact:** Carol C. Konhauser  
City Secretary

**E-mail:** [ckonhauser@ci.crowley.tx.us](mailto:ckonhauser@ci.crowley.tx.us)

**Phone:** 817-297-2201-X 4000

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**SUBJECT:** Discuss and consider approving the minutes from the EDC meeting held on February 4, 2021.

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#### **BACKGROUND/DISCUSSION**

Consider approval of minutes as presented.

#### **FINANCIAL IMPACT**

None

#### **RECOMMENDATION**

Staff recommends approval of the minutes as presented; council consideration is respectfully requested.

#### **ATTACHMENTS**

- Minutes

**MINUTES OF THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS  
HELD Thursday, February 4, 2021.**

The Economic Development Corporation Board of Directors met on Thursday, February 4, 2021, at 6:00p.m. in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

**CALL TO ORDER/ ROLL CALL**

President Christine Gilbreath called the Session to order for the Economic Development Corporation at 6:00 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

Present were                      President Christine Gilbreath  
   Member Jesse Johnson  
   Member Carl Weber  
   Member Johnny Shotwell  
   Member Jim "Mac" McDonald  
   Member Alex Hogan

Absent:                              None

**EDC BUSINESS**

**1. Discuss and consider approving the minutes from the EDC meeting held on September 17, 2020.**

Member Jesse Johnson made the motion to approve the minutes as presented. second by Member Carl Weber, the EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 6-0.

**2. Discuss and consider approving FY 2020-21 Budget Amendment #1 for EDC Operating Budget.**

Member Jim McDonald made the motion to approve FY 2020-21 Budget Amendment #1; second by Member Alex Hogan. The EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 6-0.

**EXECUTIVE SESSION**

President Christine Gilbreath announced the EDC Board of Directors would convene into Executive Session at 6:06 pm to discuss a lease negotiation for House of Air, pursuant to Section 551.087 of the Texas Government Code.

At 6:35 pm President Christine Gilbreath announced the EDC Board of Directors would reconvene into open session and that there was no action to take.

As there was no further business, President Christine Gilbreath adjourned the meeting at 6:35 p.m.

ATTEST:

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Christine Gilbreath  
President EDC Board of Directors

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Carol C. Konhauser  
EDC Secretary



## Crowley EDC Board

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### AGENDA REPORT

**Meeting Date:** March 4, 2021

**Agenda Item:** II-2

**Staff Contact:** Jack Thompson, Assistant  
City Manager

**E-mail:** [jthompson@ci.crowley.tx.us](mailto:jthompson@ci.crowley.tx.us)

**Phone:** 817-297-2201 x4300

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**SUBJECT:** Discuss and consider approval of expenditures for the design and construction plans for the downtown parking lots at 230 E. Main St. and 200 N. Hampton Rd.

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#### **BACKGROUND/DISCUSSION**

One of the top priorities for the redevelopment of Downtown Crowley has been the addition of public parking. The EDC Board has authorized the issuing of \$3,000,000 of debt to finance the acquisition of land, design, and construction of new parking throughout downtown. The EDC did purchase the property at 230 E. Main St and 200 N. Hampton Rd. for the sites to become parking lots. All structures on 200 N. Hampton Rd. have been cleared, and Staff is currently working on quotes for the demolition of the shopping center at 230 E. Main St. In the meantime, Staff would like to begin the engineering and design of the two sites.

Pacheco Koch prepared a scope of work that includes:

- topographic survey
- engineering services
- landscape architecture services
- site lighting plan
- bid/construction phase services, which provide for construction and landscape construction administration.

Pacheco Koch is the engineering firm that designed the Main St. and Plaza projects. Therefore, they are very familiar with Downtown Crowley and the design style and look of the area.

#### **FINANCIAL IMPACT**

The cost for 200 N. Hampton Rd. is \$38,600 and 230 E. Main St is \$40,600. Geotech services will need to be included and that cost is \$3,700. The funds to pay for this is from the EDC Bond dedicated to downtown parking. Including these expenditures, the approximate balance of this fund is \$1,194,520.

#### **RECOMMENDATION**

Staff recommends approval to proceed with Pacheco Koch.

#### **ATTACHMENTS**

- Professional civil engineering, land surveying and landscape architecture services scopes of work.



November 18, 2020  
PK No.: 0100

**Mr. Jack Thompson, CEcD**  
*Assistant City Manager*  
**CITY OF CROWLEY**  
201 East Main Street  
Crowley, Texas 76036

Re: Professional Civil Engineering, Land Surveying & Landscape Architecture Services  
**CROWLEY MUNICIPAL PARKING LOT**  
**Parking Lot Expansion**  
*Crowley, Tarrant County, Texas*  
MAPSCO: F118-K

Dear Mr. Thompson:

**Pacheco Koch Consulting Engineers, Inc.** is pleased to submit this proposal to provide professional civil engineering, land surveying and landscape architecture services relating to the referenced project. It is our understanding the project is located at 230 East Main Street in Crowley, Texas. The subject tract is all of Lots 2 & 3, Block 1, Pietrobon Addition. The parcel is approximately 1.16 acres and occupied by a one-story commercial building. The scope of services is shown below, see the attached Exhibit "A" for further details.

## **SCOPE OF SERVICES**

Based on our preliminary discussions and review of the information received to date, the following is our perception of the services to be provided by Pacheco Koch for the referenced project:

### **Surveying Services**

TOPOGRAPHIC SURVEY: Pacheco Koch will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor.

*Included in this item:*

- Location of permanent improvements on, and immediately adjacent to, the site.
- Spot elevations on a 50-foot grid.
- Contours on one foot intervals.
- Top of curb and gutter elevations for paving on, and immediately adjacent to, the site.
- Locations, common name and trunk diameter of trees over 6-inches in caliper or the outline of heavily wooded areas.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Pacheco Koch will graphically plot, if any, the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.
- Graphical depiction of site boundaries adjacent to the survey area based upon the current deed or plat. If the site is platted, we will graphically show easements defined on the plat. This depiction is approximate and the work does not include boundary research or review of found monumentation.

*Not included in this item:*

- Species names of trees.
- Trees less than 6-inches in diameter.
- Tree locations and identification in heavily wooded areas.
- Boundary surveying.
- Research or review of easements that may affect the subject tract.
- Subsurface utility engineering services.
- Parking spaces in parking garages.
- Location of irrigation control valves.

**Engineering Services**

FINAL DESIGN:

**DIMENSIONAL CONTROL PLAN:** Based on an approved Site Plan provided by the Owner or Architect, Pacheco Koch will prepare a detailed site horizontal Dimensional Control Plan which will define drives, parking spaces, and landscape areas in relation to existing and proposed property boundary lines. This item is meant to be a tool for the Contractor to lay out the site during construction and is not meant to be a "Site Plan" for City review/approval purposes. It is our understanding that Pacheco Koch will provide sufficient surveying services to define the site boundaries, or the site boundary information will be provided by Owner.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

*Not included in this item:*

- Survey to define site boundaries.

**SITE PAVING PLAN:** Pacheco Koch will prepare construction plans and details for site paving, sidewalks and drive approaches. Paving section designs are to be based on recommendations included in a current Geotechnical Report to be provided by the Owner.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

*Not included in this item:*

- Design of any off-site paving improvements, street extensions or widening.
- Design and detailing of other site improvements including, screening walls, light pole bases, transformer or generator pads, hardscape features, pavers, and site signage.
- The detailed layout of walks and hardscape area, including scoring patterns are not included. It is our understanding the design of these items will be shown on the Landscape and / or Architectural plans.



**GRADING & DRAINAGE PLAN:** Pacheco Koch will prepare a Grading & Drainage plan for the project. This plan will show existing grades, proposed contours and spot elevations as required, it is anticipated that all drainage will be sheet flow drainage to existing bar ditches in East Mission Street or North Hampton Road.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Preparation of a site Drainage Area Map that will define stormwater discharges and proposed drainage patterns for the site.
- Design of on-site storm sewer, if required.

*Not included in this item:*

- Profiles for public and private systems.
- Design of stormwater detention facilities.
- Design of any off-site storm sewer or drainage improvements.
- Design of any underfloor drainage systems or grading, and the design of French drain systems around the building perimeters.
- Additional modifications to cut/fill balance the site after the initial revision.

**STORMWATER POLLUTION PREVENTION PLAN:** Pacheco Koch will prepare a Stormwater Pollution Prevention Plan for construction activities in the project area including an Erosion Control Plan, Instructions to the Contractor and Contractor's Checklists.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

*Not included in this item:*

- Review and determination of any listed endangered or threatened species or designated critical habitats in the project area.
- Construction administration or monitoring of contract activities during construction.
- Assistance to the Owner and to the Contractor in filing the required Notice of Intent (NOI) and the Notice of Termination (NOT) form for the proposed construction activities.

**PROJECT COORDINATION:** Pacheco Koch will be available to attend up to two(2) project meetings (including conference calls) and to coordinate with the Owner, members of the Design Team, City Staff, the Contractor, etc.

**CONSTRUCTION SPECIFICATIONS:** For all improvements designed by Pacheco Koch, standard specifications for construction accepted by the City (i.e. Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments) will be referenced on the drawings with appropriate supplemental information. If requested, Pacheco Koch can provide separate specifications in standard CSI format for an additional fee.

### **Landscape Architecture Services**

FULL LANDSCAPE ARCHITECTURE PLAN SERVICES: Pacheco Koch will provide a Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, selection and location of ornamental light fixtures, pedestrian hand rails, exterior stairs and ramps, site furniture, fencing, mow curbs, landscape plantings, irrigation, and seat walls/retaining walls less than 36" in height.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- Up to two (2) team design meetings to coordinate ground plane design elements.
- Concept Design: Two (2) concept options (one (1) for each site) submitted for client review and coordination. Following a presentation of the concepts, Client comments will be incorporated into the Schematic Design.
- Schematic Design: One (1) schematic option submitted for client review and coordination. One (1) board depicting critical sections, elevations or three dimensional aspects of the design necessary to demonstrate design intent. Following team review, one (1) revision of the Schematic Design to incorporate client comments. An opinion of probable construction cost will be provided.
- Design Development: One (1) image board depicting proposed materials and design theme options. Plans to include one (1) Layout Plan depicting horizontal alignment of hard surface elements and lighting, one (1) Planting Plan for site plan approvals, one (1) Irrigation Plan, and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item. An opinion of probable construction cost will be provided.
- Construction Documents: Plans to include layout, planting, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans.
- Coordination with the Civil Engineer to connect landscape drainage structures and features into the overall site drainage plan.

*Not included in this item:*

- Way-finding signage on buildings or for vehicular circulation. Retaining wall design for walls over 36" in total height, or with surcharges.
- Vehicular pavement design and grading. Paving enhancement design for vehicular areas, if any, will be provided to the civil engineer in the design development phase for incorporation into the vehicular paving plans.
- Fountain, pond or specialty water feature design.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls.
- LEED pursuit.
- Green roofs or terraces over structure.

### **Traffic Engineering Services**

SITE LIGHTING PLAN: Pacheco Koch will provide a Site Lighting Plan to meet local and/or Client requirements. This plan will include location and description of proposed parking lot lighting improvements with specifications. It is assumed that the required power to site lighting will be metered from the nearest transformer location.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- Site visit to inventory existing equipment/meet with Electric Service Provider.
- Up to two (2) meetings to discuss lighting preference.

*(Continued from previous page)*

- Coordinate photometric analysis of the site with preferred vendor.
- Light pole and luminaire coordination with landscape architecture group.
- Preparation of one plan set.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or
- Architect comments. Additional changes will be made on an hourly rate basis.

*Not Included in this item:*

- Lighting management system design/selection.
- Lighting pole and/or foundation structural design.
- Coordination with adjacent Stakeholders.

### **Bid/Construction Phase Services**

BID PHASE SERVICES: During the Bid Phase, Pacheco Koch will be available to provide coordination as required with prospective bidders.

CIVIL CONSTRUCTION ADMINISTRATION: Pacheco Koch will be available to attend up to four (4) project coordination meetings (including conference calls) during construction. Meetings could include:

- Pre-Bid Conference
- Pre-Construction Conference
- Substantial Completion Walk-Through
- Final Completion Walk-Through.
- Visits to the construction-site to monitor progress of the construction and to check for general compliance with the construction documents.

This shall not be construed as performing continuous construction inspection. Pacheco Koch will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Those submittals could include Contractor's Application for Partial Payment and Final Payment, shop drawings, product data, mix design, etc. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed.

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

LANDSCAPE CONSTRUCTION ADMINISTRATION: Pacheco Koch will provide limited Bid and Construction Administration services related to the work shown on the Landscape Planting and Irrigation Plans.

A representative will process shop drawings and product submittals, respond to RFIs, and issue supplemental instructions if required related to the work shown on the Landscape Architecture, Planting and/or Irrigation Plans provided by Pacheco Koch. Submittals not required by the contract documents or not related to plans developed by the landscape architect will not be reviewed.

At the Client's request, a representative will attend up to one (1) Owner/Architect/Contractor (OAC) project coordination meetings during construction.

At the request of the Owner, Pacheco Koch will visit the site at critical junctures during the course of site construction up to one (1) times. Recommended times for site visits could include:

- Substantial Completion Walk-Through
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

Based on our understanding of the scope of services, the following items are not included in this proposal:

- |  |   |
|--|---|
| 1. Geotechnical investigation  | 10. Dedications of easements and/or right-of-way by separate instrument |
| 2. Environmental investigation   | 11. Landscape Plan and Irrigation Plan                                  |
| 3. Wetlands determination and permitting                                 | 12. Signage Plan  |
| 4. Floodplain studies and permitting                                     | 13. Off-site roadway, drainage, and utility extensions/improvements     |
| 5. Boundary and topographic surveying                                    | 14. LEED pursuit  |
| 6. Preliminary and final platting  | 15. Construction staking  |
| 7. Zoning change assistance  | 16. Preparation of Record Drawings                                      |
| 8. Coordination of gas, electric, telephone and cable television service | 17. Application, review and filing fees                                 |
| 9. Retaining wall design   |   |

## SCHEDULE

Pacheco Koch acknowledges the importance to CLIENT of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. CLIENT understands, however, that Pacheco Koch's performance must be governed by sound professional practices. If, through no fault of Pacheco Koch, such periods of times or dates are changed, or the orderly and continuous progress of Pacheco Koch's services is impaired or Pacheco Koch's services are delayed or suspended, then the time for completion of Pacheco Koch's services, and the rates and amounts of Pacheco Koch's compensation, shall be adjusted equitably. If requested, Pacheco Koch would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.

## COMPENSATION

Pacheco Koch proposes to provide the services described above on a Fixed Fee basis for a total fee, exclusive of direct reimbursable costs, as follows:

<b>Surveying Services</b>	
<i>TOPOGRAPHIC SURVEY</i>	<u>\$ 3,500.00</u>
<b>TOTAL</b>	<b>\$ 3,500.00</b>
<b>Engineering Services</b>	
<i>FINAL DESIGN</i>	<u>\$ 12,000.00</u>
<b>TOTAL</b>	<b>\$ 12,000.00</b>
<b>Landscape Architecture Services</b>	
<i>FULL LANDSCAPE ARCHITECTURE PLAN SERVICES</i>	<u>\$ 12,500.00</u>
<b>TOTAL</b>	<b>\$ 12,500.00</b>
<b>Traffic Engineering Services</b>	
<i>SITE LIGHTING PLAN</i>	<u>\$ 8,000.00</u>
<b>TOTAL</b>	<b>\$ 8,000.00</b>
<b>Bid/Construction Phase Services</b>	
<i>BID PHASE SERVICES</i>	\$ 700.00
<i>CONSTRUCTION ADMINISTRATION</i>	\$ 1,400.00
<i>LANDSCAPE CONSTRUCTION ADMINISTRATION</i>	<u>\$ 2,500.00</u>
<b>TOTAL</b>	<b>\$ 4,600.00</b>

Please note that the fees above are based on the assumption that Pacheco Koch will perform the above services all together for this project. In the event any item is deleted from the scope of work, Pacheco Koch reserves the right to adjust the fees for other items as appropriate.

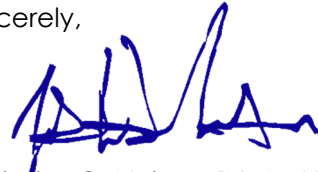
## SUMMARY

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Pacheco Koch Consulting Engineers, Inc. on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal should no longer be valid.

Mr. Jack Thompson, CEcD  
November 18, 2020  
Page 8

**Pacheco Koch Consulting Engineers, Inc. is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project.** If the proposal and accompanying agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. Upon receipt of notice to proceed, either in writing or verbally, it will be assumed said agreement is accepted by all parties and services will be provided accordingly. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nicholas G. Nelson', with a stylized flourish at the end.

Nicholas G. Nelson, P.L.A., LEED®AP

DCP/aew  
01-19029

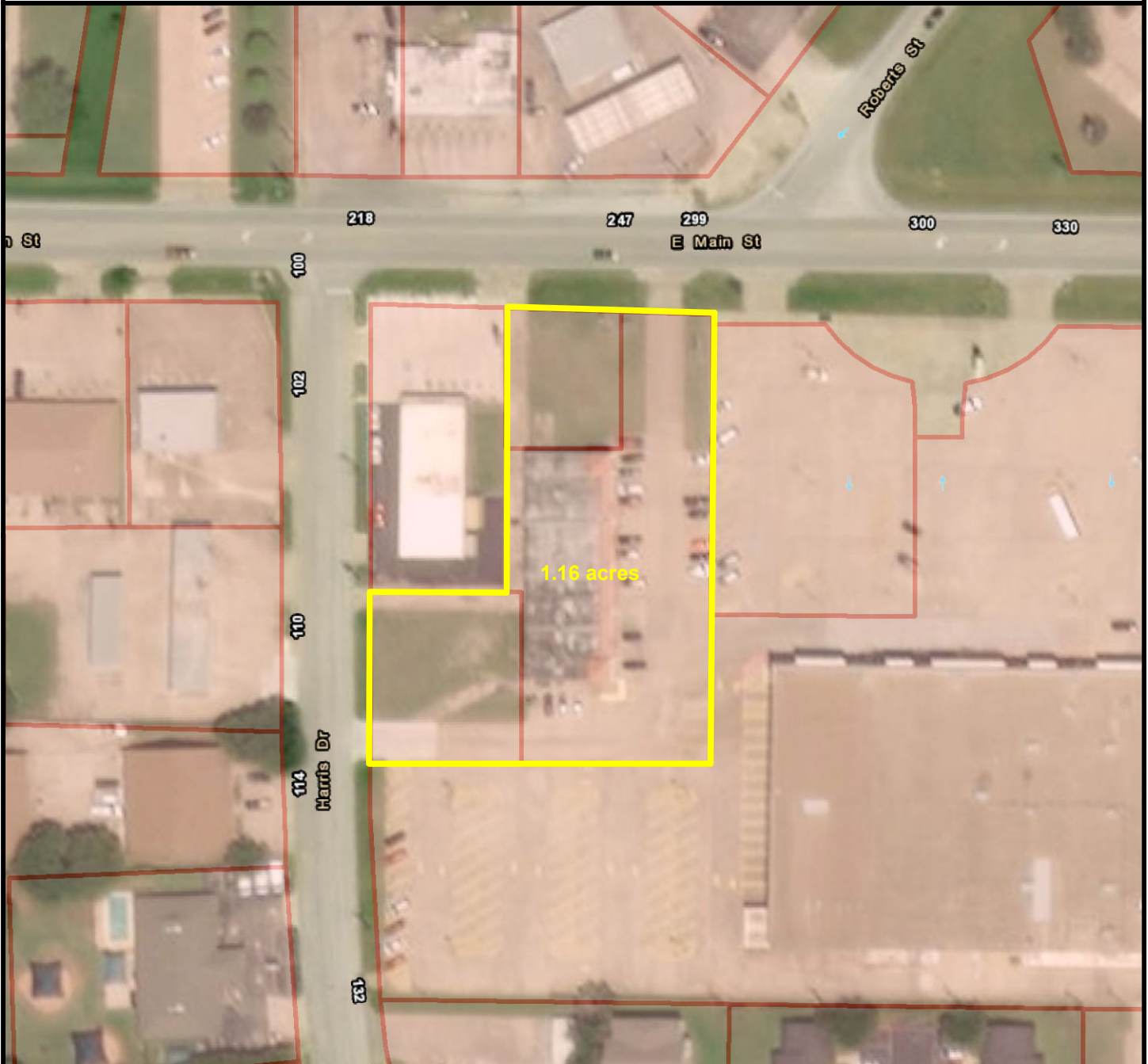
# EXHIBIT A

230 E. MAIN STREET - CITY OF CROWLEY  
ALTA LAND TITLE SURVEY

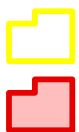


4060 Bryant Irvin Road  
Fort Worth, TX 76109

August 17, 2020



## KEY TO FEATURES



LIMITS OF SURVEY

TAD Parcels

## NOTES

BACKGROUND IMAGE FROM  
ESRI AERIALS

## DATUM

NAD 1983 TEXAS STATE PLANE  
NORTH CENTRAL ZONE FIPS 4202



0 50 100  
Feet  
1 inch = 100 feet



**SCHEDULE OF STANDARD HOURLY BILLING RATES**  
(Our hourly rates are subject to change at any time.)

**ENGINEERING**

Principal.....	\$245.00/Hr.
Associate Principal.....	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager .....	\$170.00/Hr.
Senior Project Coordinator .....	\$170.00/Hr.
Project Manager.....	\$125.00/Hr.
Project Coordinator.....	\$125.00/Hr.
Project Engineer.....	\$100.00/Hr.
Senior Technician.....	\$115.00/Hr.
Technician .....	\$85.00/Hr.
Drafter .....	\$80.00/Hr.
Research Manager.....	\$100.00/Hr.
Research Coordinator.....	\$65.00/Hr.
Research Assistant .....	\$55.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant .....	\$90.00/Hr.
Administrative Assistant .....	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.

**LANDSCAPE ARCHITECTURE**

Principal.....	\$245.00/Hr.
Associate Principal.....	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager .....	\$160.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect .....	\$100.00/Hr.
Landscape Task Lead .....	\$95.00/Hr.
Technician .....	\$85.00/Hr.
Landscape Designer .....	\$80.00/Hr.
Drafter .....	\$80.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant .....	\$90.00/Hr.
Administrative Assistant .....	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.

**SURVEYING**

Principal .....	\$245.00/Hr.
Associate Principal .....	\$210.00/Hr.
Director .....	\$210.00/Hr.
Senior Project Manager .....	\$165.00/Hr.
Senior Project Coordinator .....	\$165.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator.....	\$120.00/Hr.
Project Surveyor .....	\$100.00/Hr.
Survey Intern .....	\$95.00/Hr.
Senior Technician.....	\$95.00/Hr.
Technician .....	\$85.00/Hr.
Drafter .....	\$80.00/Hr.
Research Manager.....	\$100.00/Hr.
Research Coordinator.....	\$65.00/Hr.
Research Assistant .....	\$55.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant .....	\$90.00/Hr.
Administrative Assistant .....	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.
Survey Field Crew (1-person) .....	\$100.00/Hr.
Survey Field Crew (2-person) .....	\$150.00/Hr.
Survey Field Crew (3-person) .....	\$210.00/Hr.
Survey Field Crew (4-person) .....	\$270.00/Hr.
Survey Scanner Crew (1-person) ..	\$180.00/Hr.
Survey Scanner Crew (2-person) ..	\$225.00/Hr.
Survey Scanner Crew (3-person) ..	\$310.00/Hr.



**STANDARD BILLING RATES FOR IN HOUSE REIMBURSABLE CHARGES**

*(Rates are subject to change at any time.)*

*Reproduction:*

Black Line Bond Prints.....	\$ 0.50/sf
Black Line Mylar Prints .....	\$ 2.00/sf
Color Bond Plots .....	\$ 3.00/sf
Color Prints (8 1/2" x 11") .....	\$ 1.00/ea
Photocopies (8 1/2" x 11") .....	\$ 0.10/ea

*Monumentation (Materials Only):*

3" Aluminum Disks.....	\$25.00/ea
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*Mounting:*

Foam-core (3/16") .....	\$4.00/sf
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*Binding Services:*

Punch & Bind.....	\$2.00/ea
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*Storage Media:*

CD/Flash Drive .....	\$ 8.00/ea
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*Travel Expenses:*

Per Diem (Lodging/Meals) .....	\$ 125.00/Day/Person
Mileage .....	Current IRS Rate per mile

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**Crowley Municipal Parking Lot**  
**(hereinafter referred to as the "Project")**  
*Crowley, Tarrant County, Texas*  
PK No: 0100

This Agreement for Professional Consulting Services (hereinafter referred to as this "Agreement"), made effective as of the 18th day of November, 2020, is made between Pacheco Koch Consulting Engineers, Inc., a Texas corporation, (hereinafter referred to as "CONSULTANT") whose mailing address is 4060 Bryant Irvin Road, Fort Worth, Texas 76109-4113, and the City of Crowley, (hereinafter referred to as "CLIENT"), whose mailing address is 201 East Main Street, Crowley, Texas 76036. CONSULTANT and CLIENT are sometimes referred to collectively as the "Parties." For, and in consideration of, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the following:

**ARTICLE 1 - SCOPE OF SERVICES**

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform the services (hereinafter referred to as the "Services") identified in letter of proposal dated November 18, 2020 (hereinafter referred to as the "Proposal"), a copy of which is attached hereto as Exhibit 1 and made a part hereof as if fully set forth herein, in accordance with the terms of this Agreement.
- 1.2 CONSULTANT will commence the Services upon receipt of an executed copy of this Agreement signed by an authorized representative of CLIENT and by an authorized representative of CONSULTANT in addition to receipt of any client provided materials necessary to commence the Services as identified in the Proposal or requested, in writing, by CONSULTANT.
- 1.3 CONSULTANT shall not be responsible for any CLIENT's directive or substitution made without CONSULTANT's agreement which shall not be unreasonably withheld.

**ARTICLE 2 – COMPENSATION AND METHOD OF PAYMENT**

- 2.1 CONSULTANT shall be compensated, in U.S. Dollars, in accordance with terms included in the Proposal and any subsequent executed amendments.
- 2.2 Unless otherwise noted, direct costs such as application fees, review fees, blueprinting, reproductions, delivery fees, mileage, etc. are not included in the fees described in the Proposal and will be charged at cost times a multiplier of 1.10.
- 2.3 State and local sales tax shall also be considered a direct cost when applicable and will be charged at cost. Please note that professional boundary surveying services are subject to state and local sales tax.
- 2.4 Unless otherwise stated in the Proposal, CONSULTANT will submit invoices to CLIENT monthly which will include the charges for the Services incurred on a time and materials basis at the rates set forth in the Proposal. If the charges for the Services are based on a lump sum or fixed fee identified in the Proposal, CONSULTANT will submit an invoice to CLIENT based on the estimated percentage of completion of the Services as stipulated in the Proposal, unless otherwise specified by CLIENT in writing and agreed upon by CONSULTANT.
- 2.5 Each invoice is due and payable upon receipt. Payment of each invoice shall be made in full by CLIENT to CONSULTANT no later than thirty (30) days following the issuance of the invoice to CLIENT; otherwise, Section 2.9 shall apply.
- 2.6 CONSULTANT shall be compensated by CLIENT for the Services rendered regardless of whether any impending sale of the subject property is finalized.
- 2.7 If CLIENT disputes any portion of an invoice, CLIENT shall provide written notification of such dispute to CONSULTANT no later than ten (10) days following the issuance of the invoice to CLIENT. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. If CLIENT fails to provide written notice of any dispute of an invoice no later than ten (10) days following the issuance of the invoice to CLIENT, such dispute shall be deemed to have been waived. CLIENT further agrees if CLIENT disputes any portion of an invoice, payment of all undisputed amounts of said invoice shall be made no later than thirty (30) days following the issuance of the invoice to CLIENT.
- 2.8 If legal action is necessary to enforce payment provisions of this Agreement, CONSULTANT shall be entitled to collect from CLIENT any judgment or settlement sums due, finance charges as calculated pursuant to Section 2.9, reasonable attorneys' fees, court costs, and expenses incurred by CONSULTANT in connection therewith.
- 2.9 An interest charge of 1.50% per month will accrue on all balances owed by CLIENT upon the expiration of thirty (30) days following the issuance of any invoice and shall continue to accrue until paid.
- 2.10 In addition to all other legal rights CONSULTANT may have, including, but not limited to, those set forth in Article 4, if CLIENT, for any reason, fails to pay any undisputed portion of any invoice no later than thirty (30) days following the issuance of the invoice to CLIENT, CONSULTANT shall have the right to terminate this Agreement upon written notice and to cease performing the Services. In such event, CLIENT shall be deemed to have waived any claim against CONSULTANT for damages or otherwise arising from or related to the termination of this Agreement or cessation of the Services by CONSULTANT. Furthermore, CLIENT shall defend and indemnify CONSULTANT from and against any claims for injury, damages, or loss arising from or related to the termination of this Agreement or the cessation of the Services.

**ARTICLE 3 – AMENDMENTS**

- 3.1 CLIENT, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services, to the extent such changes are agreed to by CONSULTANT in writing, shall be performed subject to this Agreement. Upon receiving CLIENT's request, CONSULTANT shall return to CLIENT a written change proposal setting forth an adjustment to the Services and cost estimated by CONSULTANT to represent the value of the requested changes. Following CLIENT's review of CONSULTANT's change proposal, CLIENT shall execute said written proposal authorizing CONSULTANT to perform the changes in the Services. CONSULTANT shall be under no obligation to perform any additional services unless and until CLIENT executes and returns the change proposal to CONSULTANT; however, if CONSULTANT performs such additional services prior to receiving an executed change proposal, CLIENT agrees to pay all sums due to CONSULTANT related to CONSULTANT's performance of the additional services.

#### **ARTICLE 4 - DELAYS AND TERMINATION**

- 4.1 CLIENT or CONSULTANT may terminate this Agreement upon ten (10) days written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party and fail to cure such default no later than ten (10) days following the date of such notice of default. The notice of default shall, at a minimum, identify the alleged factual basis for the party's failure to perform in accordance with the terms and conditions of this Agreement, and the necessary action to be taken to cure such default no later than ten (10) days following the date of such notice. In the event of any termination by CLIENT, CONSULTANT will be entitled to invoice CLIENT and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLIENT's sole risk, subject to the provisions herein.
- 4.2 "Force Majeure" means any event beyond the control and without fault or negligence of the party claiming inability to perform its obligations and which party is unable to prevent or provide against by the exercise of reasonable diligence, including, but not limited to, acts of God; acts of the public enemy; riot; civil commotion; expropriation or condemnation of facilities or project sites; changes in applicable law; floods; droughts; fires; epidemic or pandemic (specifically including COVID-19), explosions; sabotage; terrorism; war or other catastrophes; accidents causing damage to or destruction of, in whole or in part, the equipment or property necessary to perform the Work; failure or refusal by any regulatory or other agency to act upon or grant permits or licenses; or breakdown of equipment needed to perform the Services where not caused by failure of CONSULTANT to implement proper maintenance or replacement practices. No delay or failure in performance by CONSULTANT shall constitute default under this Agreement if, and to the extent, the delay or failure is caused by Force Majeure. Unless the Force Majeure event substantially frustrates performance of the Services, or the purpose for the Services, under this Agreement, Force Majeure shall not operate to excuse, but only to delay performance of the Services. If the performance of the Services is delayed by reason of Force Majeure, CLIENT shall, at its own expense, do all things reasonably possible to mitigate or remove the effect of the Force Majeure event and shall adjust the project schedule and contract price as reasonably requested by CONSULTANT.
- 4.3 If CLIENT suspends the Project, CONSULTANT shall be compensated for the Services performed prior to receipt of notice of such suspension. If and when the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's Services. CONSULTANT's fees for the remaining Services and the time schedules shall be equitably adjusted.
- 4.4 If CLIENT suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of CONSULTANT, CONSULTANT may terminate this Agreement upon seven (7) days' written notice.
- 4.5 CLIENT's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

#### **ARTICLE 5 - RIGHT OF ENTRY**

- 5.1 CLIENT shall provide CONSULTANT the right to enter from time to time, the Project or other property owned by CLIENT or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of the Services.

#### **ARTICLE 6 - INFORMATION PROVIDED BY OTHERS**

- 6.1 CLIENT shall provide to CONSULTANT all information which is reasonably requested by CONSULTANT and any further information which CLIENT possesses that is necessary for CONSULTANT to perform the Services. CLIENT recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. CLIENT shall be responsible for, and CONSULTANT shall be entitled to fully rely upon, the accuracy and completeness of all information provided by or through CLIENT including, but not limited to, Project and legal requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing the Services under this Agreement. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by or through CLIENT. Further, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.
- 6.2 CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

#### **ARTICLE 7 - CONSTRUCTION ACTIVITIES**

- 7.1 CLIENT agrees CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequences, techniques, and procedures necessary for performing, superintending, and/or coordinating all construction activities as such responsibilities are the sole responsibility of the General Contractor or OWNER. Accordingly, CLIENT warrants this intent shall be made evident in CLIENT's agreement with the General Contractor.
- 7.2 Unless otherwise required in this Agreement, CONSULTANT shall have no responsibility for discovery of, presence of, handling of, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

#### **ARTICLE 8 - JURISDICTION AND APPLICABLE LAW**

- 8.1 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, we are required to inform you that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveyors, 1917 South IH-35, Austin, Texas 78741, (512) 440-7723. Complaints regarding surveying services rendered may be addressed to that agency. The surveying firm registration number is TBPELS No. 10008000.
- 8.2 This Agreement is to be governed by the laws of the State of Texas.

## **ARTICLE 9 - INDEMNIFICATION**

- 9.1 INDEMNIFICATION BY CONSULTANT:** CONSULTANT shall indemnify and hold harmless CLIENT from and against liabilities, damages, forfeitures, penalties, fines, costs, and expenses (including, but not limited to, reasonable attorney's fees and expenses), by whomever asserted, including, but not limited to, any government entity, agency, or branch or any third party to the extent the same are caused by the negligent or intentional acts of CONSULTANT in the performance of the Services.
- 9.2 INDEMNIFICATION BY CLIENT:** To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs), by whomever asserted, including, but not limited to, any government entity, agency, or branch, any third party, an employee, contractor employed or retained by CONSULTANT, any third party or employee employed or retained by CONSULTANT, to the extent such claim, damage, injury or death resulted from (i) the negligence or willful misconduct of CLIENT or agent of CLIENT; (ii) violation of federal, state, or local statute, rule, regulation or ordinance by CLIENT or agent of CLIENT; (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site; or (iv) inaccurate information provided by CLIENT to CONSULTANT provided (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

## **ARTICLE 10 - LIMITATION OF LIABILITY**

- 10.1 IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND CONSULTANT, THE RISKS HAVE BEEN ALLOCATED AS SUCH THAT CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF CONSULTANT TO CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF CONSULTANT TO CLIENT SHALL NOT EXCEED \$100,000.00 ONE HUNDRED THOUSAND DOLLARS OR CONSULTANT'S TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, WHICHEVER IS GREATER.**
- 10.2 If, due to CONSULTANT's error or omission, any required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.**
- 10.3 The Parties mutually agree that notwithstanding anything to the contrary, including, but not limited to, Section 10.1, under no circumstance shall CONSULTANT's liability to CLIENT for any and all claims, losses, costs, or damages exceed proceeds from any insurance available to CONSULTANT.**

## **ARTICLE 11 – INSURANCE**

- 11.1 CONSULTANT represents that it now carries and will continue during the terms of this Agreement to carry Workers Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability insurance required by the laws of the State of Texas. A current CONSULTANT Certificate of Insurance will be provided to CLIENT, upon request.

## **ARTICLE 12 – ASSIGNMENT**

- 12.1 Unless otherwise noted, neither CONSULTANT nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of both Parties. However, CONSULTANT may subcontract all or any portion of the work to be performed hereunder.
- 12.2 CONSULTANT may, at their discretion, assign this contract to a corporate affiliate of CONSULTANT. CONSULTANT shall notify CLIENT of their assignment at such time it takes place.

## **ARTICLE 13 – NOTICES**

- 13.1 Any notice given hereunder shall be deemed served when: if hand-delivered, upon delivery in writing to an officer or other duly appointed representative of the party to whom the notice is directed; or if sent by commercial courier service, upon delivery to the address specified in the notice; or if sent by registered or certified mail to the business address identified at the beginning of this Agreement, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

## **ARTICLE 14 – STANDARD OF CARE**

- 14.1 The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.

## **ARTICLE 15 – FIDUCIARY RESPONSIBILITY**

- 15.1 CLIENT confirms neither CONSULTANT nor any of CONSULTANT's subconsultants or subcontractors has offered any fiduciary service to CLIENT and no fiduciary responsibility shall be owed to CLIENT by CONSULTANT or any of CONSULTANT's subconsultants or subcontractors, as a consequence of CONSULTANT's entering into this Agreement with CLIENT.
- 15.2 If this Agreement is a subcontract to CLIENT'S agreement with OWNER, CLIENT also confirms that neither CONSULTANT nor any of CONSULTANT's subconsultants owe a fiduciary responsibility to CLIENT or OWNER. CLIENT shall, as a material element of the consideration CONSULTANT requires for performance of the Services enumerated herein, require OWNER to formally recognize this provision in CLIENT's agreement with OWNER.

## **ARTICLE 16 – CONFIDENTIALITY**

- 16.1 CONSULTANT shall maintain as confidential, and not disclose to others without CLIENT's prior written consent, all information obtained from CLIENT, not otherwise previously known to CONSULTANT and not previously in the public domain. The provisions of this paragraph shall not apply to information, in whatever form, which (i) is published or comes into the public domain through no fault of CONSULTANT, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. CONSULTANT will notify CLIENT in writing immediately if information is requested under item (iii) above. CONSULTANT shall keep such information strictly confidential and shall not disclose it to any other person except to (i) its employees, (ii) those who need to know the content of such information to perform the Services or construction solely and exclusively for the Project, or (iii) its subconsultants and subcontractors whose contracts include similar restrictions on the use of confidential information.

## **ARTICLE 17 - OWNERSHIP OF INSTRUMENTS OF SERVICE**

- 17.1 All reports, plans, specifications, field data, field notes, calculations, estimates, and other documents prepared by CONSULTANT, as Instruments of Service, shall remain the property of CONSULTANT. CONSULTANT shall retain these records for a period of five (5) years following completion of the Services, during which period they will be made available to CLIENT at all reasonable times.
- 17.2 The Parties warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- 17.3 CONSULTANT and CONSULTANT's subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including, but not limited to, the Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights, including, but not limited to, copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and CONSULTANT's subconsultants.
- 17.4 Upon execution of this Agreement, CONSULTANT grants to CLIENT a nonexclusive license to use CONSULTANT's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided CLIENT substantially performs its obligations, including, but not limited to, prompt payment of all sums when due, under this Agreement. CONSULTANT shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits CLIENT to authorize the Contractor, Subcontractors, and material or equipment suppliers, as well as CLIENT's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If CONSULTANT rightfully terminates this Agreement for cause, the license granted in this Section 17.4 shall terminate. Notwithstanding the foregoing, CONSULTANT shall have no obligation to issue any Instruments of Service to CLIENT unless, at the time of issuance, CLIENT has performed all of its payment obligations under this Agreement and all other Agreements with CONSULTANT.

- 17.5 If CLIENT uses the Instruments of Service without retaining the author of the Instruments of Service, CLIENT releases CONSULTANT and its subconsultant(s) from all claims and causes of action arising from such uses. CLIENT, to the extent permitted by law, further agrees to indemnify and hold harmless CONSULTANT and its subconsultants from all costs and expenses, including, but not limited to, the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from CLIENT's use of the Instruments of Service under this Agreement. The terms of this Section 17.5 shall not apply if CLIENT rightfully terminates this Agreement for cause.
- 17.6 Except for the licenses granted in this Article 17, no other license or right is granted or implied under this Agreement. CLIENT shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of CONSULTANT. Any unauthorized use of the Instruments of Service shall be at CLIENT's sole risk and without liability to CONSULTANT or its subconsultants.

#### **ARTICLE 18 – MISCELLANEOUS PROVISIONS**

- 18.1 This Agreement (including attached Exhibits) constitutes the sole and entire agreement between the Parties. This Agreement replaces and supersedes all prior discussions and agreements between the Parties with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by the Parties.
- 18.2 Any signature of or pursuant to this Agreement, shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile or email shall be subsequently confirmed by an original re-execution.
- 18.3 ALL EXPRESS REPRESENTATIONS, WAIVERS, INDEMNIFICATIONS, AND LIMITATIONS OF LIABILITY INCLUDED IN THIS AGREEMENT WILL SURVIVE ITS COMPLETION OR TERMINATION FOR ANY REASON.
- 18.4 Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, which agree this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 18.5 CLIENT shall not rely in any way on any Document unless it is issued in final form, and if required by law, signed or sealed by CONSULTANT or one of its subconsultants.
- 18.6 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 18.7 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- 18.8 To the extent there is a conflict between the Proposal and this Agreement, the order of precedence is this Agreement, the Proposal, other documents such that the provisions of this Agreement shall control.

By executing this agreement, CONSULTANT and CLIENT indicate their acceptance and agreement with its terms.

**City of Crowley**

**Pacheco Koch Consulting Engineers, Inc.**

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

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

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

Name: Mark A. Pacheco, P.E., R.P.L.S.

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

Title: President

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

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



February 4, 2021 (Revised)  
PK No.: 3696-0100

**Mr. Jack Thompson, CEcD**  
*Assistant City Manager*  
**CITY OF CROWLEY**  
201 East Main Street  
Crowley, Texas 76036

Re: Professional Civil Engineering, Land Surveying & Landscape Architecture Services  
**CITY OF CROWLEY CITY HALL**  
**Parking Lot Expansion**  
*Crowley, Tarrant County, Texas*  
MAPSCO: F118-K

Dear Mr. Thompson:

**Pacheco Koch Consulting Engineers, Inc.** is pleased to submit this proposal to provide professional civil engineering, land surveying and landscape architecture relating to the referenced project. It is our understanding the project consists of a parking lot immediately north of the intersection of North Hampton Road and East Marion Street in Crowley, Texas. The property is part of several platted lots. Because no structures are planned, a Replat appears to be unnecessary at this time. The limits of survey are shown on the attached Exhibit A.

## **SCOPE OF SERVICES**

Based on our preliminary discussions and review of the information received to date, the following is our perception of the services to be provided by Pacheco Koch for the referenced project:

### **Surveying Services**

TOPOGRAPHIC SURVEY: Pacheco Koch will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor.

*Included in this item:*

- Location of permanent improvements on, and immediately adjacent to, the site.
- Spot elevations on a 50-foot grid.
- Contours on one foot intervals.
- Top of curb and gutter elevations for paving on, and immediately adjacent to, the site.
- Locations, common name and trunk diameter of trees over 6-inches in caliper or the outline of heavily wooded areas.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Pacheco Koch will graphically plot, if any, the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.

*Not included in this item:*

- Species names of trees.
- Trees less than 6-inches in diameter.
- Tree locations and identification in heavily wooded areas.
- Boundary surveying.
- Research or review of easements that may affect the subject tract.
- Subsurface utility engineering services.
- Location of irrigation control valves.

**SITE BOUNDARY DETERMINATION:** Pacheco Koch will do limited property research (filed plats and current deeds only) and complete fieldwork required to determine the boundaries of the site. This information will be used in site layout, dimensional control, and as a base for plats, surveys, and easement documents. If it is determined that adequate monumentation does not exist, or the monumentation found does not match record information, Pacheco Koch will inform the client and discuss possible next steps, including additional services.

*Included in this item:*

- Plot easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
- Retrieve subdivision plats, maps and/or deeds delineating the ownership for the project.
- Limited field measurements to only those existing boundary monuments, deemed necessary by the surveyor, to determine the location of the site boundary.

*Not included in this item:*

- Information regarding the ownership of adjacent tracts.
- Right-of-Entry efforts for private property.
- Monumentation.
- Sealed or certified drawings, including ALTA or closing surveys.
- Metes & bounds property descriptions.

## **Engineering Services**

**FINAL DESIGN:**

**DIMENSIONAL CONTROL PLAN:** Based on an approved Site Plan provided by the Owner or Architect, Pacheco Koch will prepare a detailed site horizontal Dimensional Control Plan which will define drives, parking spaces, and landscape areas in relation to existing and proposed property boundary lines. This item is meant to be a tool for the Contractor to lay out the site during construction and is not meant to be a "Site Plan" for City review/approval purposes. It is our understanding that Pacheco Koch will provide sufficient surveying services to define the site boundaries, or the site boundary information will be provided by Owner.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

*Not included in this item:*

- Survey to define site boundaries.



*SITE PAVING PLAN:* Pacheco Koch will prepare construction plans and details for site paving, sidewalks and drive approaches. Paving section designs are to be based on recommendations included in a current Geotechnical Report to be provided by the Owner.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

*Not included in this item:*

- Design of any off-site paving improvements, street extensions or widening.
- Design and detailing of other site improvements including, screening walls, light pole bases, transformer or generator pads, hardscape features, pavers, and site signage.
- The detailed layout of walks and hardscape area, including scoring patterns are not included. It is our understanding the design of these items will be shown on the Landscape and / or Architectural plans.

*GRADING & DRAINAGE PLAN:* Pacheco Koch will prepare a Grading & Drainage plan for the project. This plan will show existing grades, proposed contours and spot elevations as required, it is anticipated that all drainage will be sheet flow drainage to existing bar ditches in East Mission Street or North Hampton Road.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Preparation of a site Drainage Area Map that will define stormwater discharges and proposed drainage patterns for the site.
- Design of on-site storm sewer, if required.

*Not included in this item:*

- Profiles for public and private systems.
- Design of stormwater detention facilities.
- Design of any off-site storm sewer or drainage improvements.
- Design of any underfloor drainage systems or grading, and the design of French drain systems around the building perimeters.
- Additional modifications to cut/fill balance the site after the initial revision.

*STORMWATER POLLUTION PREVENTION PLAN:* Pacheco Koch will prepare a Stormwater Pollution Prevention Plan for construction activities in the project area including an Erosion Control Plan, Instructions to the Contractor and Contractor's Checklists.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

*Not included in this item:*

- Review and determination of any listed endangered or threatened species or designated critical habitats in the project area.
- Construction administration or monitoring of contract activities during construction.
- Assistance to the Owner and to the Contractor in filing the required Notice of Intent (NOI) and the Notice of Termination (NOT) form for the proposed construction activities.

**PROJECT COORDINATION:** Pacheco Koch will be available to attend up to two(2) project meetings (including conference calls) and to coordinate with the Owner, members of the Design Team, City Staff, the Contractor, etc.

**CONSTRUCTION SPECIFICATIONS:** For all improvements designed by Pacheco Koch, standard specifications for construction accepted by the City (i.e. Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments) will be referenced on the drawings with appropriate supplemental information. If requested, Pacheco Koch can provide separate specifications in standard CSI format for an additional fee.

### **Landscape Architecture Services**

**FULL LANDSCAPE ARCHITECTURE PLAN SERVICES:** Pacheco Koch will provide a Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, selection and location of ornamental light fixtures, pedestrian hand rails, exterior stairs and ramps, site furniture, fencing, mow curbs, landscape plantings, irrigation, and seat walls/retaining walls less than 36" in height.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- Up to two (2) team design meetings to coordinate ground plane design elements.
- Concept Design: Two (2) concept options (one (1) for each site) submitted for client review and coordination. Following a presentation of the concepts, Client comments will be incorporated into the Schematic Design.
- Schematic Design: One (1) schematic option submitted for client review and coordination. One (1) board depicting critical sections, elevations or three dimensional aspects of the design necessary to demonstrate design intent. Following team review, one (1) revision of the Schematic Design to incorporate client comments. An opinion of probable construction cost will be provided.
- Design Development: One (1) image board depicting proposed materials and design theme options. Plans to include one (1) Layout Plan depicting horizontal alignment of hard surface elements and lighting, one (1) Planting Plan for site plan approvals, one (1) Irrigation Plan, and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item. An opinion of probable construction cost will be provided.
- Construction Documents: Plans to include layout, planting, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans.
- Coordination with the Civil Engineer to connect landscape drainage structures and features into the overall site drainage plan.

*Not included in this item:*

- Way-finding signage on buildings or for vehicular circulation. Retaining wall design for walls over 36" in total height, or with surcharges.
- Vehicular pavement design and grading. Paving enhancement design for vehicular areas, if any, will be provided to the civil engineer in the design development phase for incorporation into the vehicular paving plans.
- Fountain, pond or specialty water feature design.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls.
- LEED pursuit.
- Green roofs or terraces over structure.

### **Traffic Engineering Services**

SITE LIGHTING PLAN: Pacheco Koch will provide a Site Lighting Plan to meet local and/or Client requirements. This plan will include location and description of proposed parking lot lighting improvements with specifications. It is assumed that the required power to site lighting will be metered from the nearest transformer location.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- Site visit to inventory existing equipment/meet with Electric Service Provider.
- Up to two (2) meetings to discuss lighting preference.
- Coordinate photometric analysis of the site with preferred vendor.
- Light pole and luminaire coordination with landscape architecture group.
- Preparation of one plan set.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

*Not Included in this item:*

- Lighting management system design/selection.
- Lighting pole and/or foundation structural design.
- Coordination with adjacent Stakeholders.

### **Bid/Construction Phase Services**

BID PHASE SERVICES: During the Bid Phase, Pacheco Koch will be available to provide coordination as required with prospective bidders.

CIVIL CONSTRUCTION ADMINISTRATION: Pacheco Koch will be available to attend up to four (4) project coordination meetings (including conference calls) during construction. Meetings could include:

- Pre-Bid Conference
- Pre-Construction Conference
- Substantial Completion Walk-Through
- Final Completion Walk-Through.
- Visits to the construction-site to monitor progress of the construction and to check for general compliance with the construction documents.

This shall not be construed as performing continuous construction inspection. Pacheco Koch will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Those submittals could include Contractor's Application for Partial Payment and Final Payment, shop drawings, product data, mix design, etc. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed.

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

*(Continued from previous page)*

- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

LANDSCAPE CONSTRUCTION ADMINISTRATION: Pacheco Koch will provide limited Bid and Construction Administration services related to the work shown on the Landscape Planting and Irrigation Plans.

A representative will process shop drawings and product submittals, respond to RFIs, and issue supplemental instructions if required related to the work shown on the Landscape Architecture, Planting and/or Irrigation Plans provided by Pacheco Koch. Submittals not required by the contract documents or not related to plans developed by the landscape architect will not be reviewed.

At the Client's request, a representative will attend up to one (1) Owner/Architect/Contractor (OAC) project coordination meetings during construction.

At the request of the Owner, Pacheco Koch will visit the site at critical junctures during the course of site construction up to one (1) times. Recommended times for site visits could include:

- Substantial Completion Walk-Through
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

Based on our understanding of the scope of services, the following items are not included in this proposal:

- |  |  |
|--|--|
| 1. Geotechnical investigation  | 9. Dedications of easements and/or right-of-way by separate instrument |
| 2. Environmental investigation   | 10. Landscape Plan and Irrigation Plan                                 |
| 3. Wetlands determination and permitting                                 | 11. Signage Plan   |
| 4. Floodplain studies and permitting                                     | 12. Off-site roadway, drainage, and utility extensions/improvements    |
| 5. Preliminary and final platting  | 13. LEED pursuit   |
| 6. Zoning change assistance  | 14. Construction staking   |
| 7. Coordination of gas, electric, telephone and cable television service | 15. Preparation of Record Drawings                                     |
| 8. Retaining wall design   | 16. Application, review and filing fees                                |

## SCHEDULE

Pacheco Koch acknowledges the importance to CLIENT of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. CLIENT understands, however, that Pacheco Koch's performance must be governed by sound professional practices. If, through no fault of Pacheco Koch, such periods of times or dates are changed, or the orderly and continuous progress of Pacheco Koch's services is impaired or Pacheco Koch's services are delayed or suspended, then the time for completion of Pacheco Koch's services, and the rates and amounts of Pacheco Koch's compensation, shall be adjusted equitably. *Barring unforeseen circumstances beyond the control of Pacheco Koch, we would anticipate completion and delivery of the services previously described within four (4) weeks of receipt of written authorization to proceed.*

## COMPENSATION

Pacheco Koch proposes to provide the services described above on a Fixed Fee basis for a total fee, inclusive of direct reimbursable costs, as follows:

### Surveying Services

TOPOGRAPHIC SURVEY	\$ 4,000.00
SITE BOUNDARY DETERMINATION	<u>\$ 3,000.00*</u>

**TOTAL \$ 7,000.00**

### Engineering Services

FINAL DESIGN	<u>\$ 12,000.00</u>
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**TOTAL \$ 12,000.00**

### Landscape Architecture Services

FULL LANDSCAPE ARCHITECTURE PLAN SERVICES	<u>\$ 8,000.00</u>
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**TOTAL \$ 8,000.00**

### Traffic Engineering Services

SITE LIGHTING PLAN	<u>\$ 7,000.00</u>
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**TOTAL \$ 7,000.00**

**Bid/Construction Phase Services**

BID PHASE SERVICES	\$ 700.00
CONSTRUCTION ADMINISTRATION	\$ 1,400.00
LANDSCAPE CONSTRUCTION ADMINISTRATION	<u>\$ 2,500.00</u>

**TOTAL \$ 4,600.00**

\*Please note that boundary surveying and related services are subject to state and local sales tax. Sales tax is not included in the fees above. It is our understanding that the work described in this proposal will be contracted directly with the City of Crowley, a tax-exempt entity.

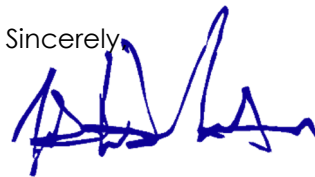
Please note that the fees above are based on the assumption that Pacheco Koch will perform the above services all together for this project. In the event any item is deleted from the scope of work, Pacheco Koch reserves the right to adjust the fees for other items as appropriate.

**SUMMARY**

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Pacheco Koch Consulting Engineers, Inc. on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal should no longer be valid.

**Pacheco Koch Consulting Engineers, Inc. is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project.** If the proposal and accompanying agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. Upon receipt of notice to proceed, either in writing or verbally, it will be assumed said agreement is accepted by all parties and services will be provided accordingly. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Nicholas G. Nelson, P.L.A., LEED®AP

NGN/slr  
01-18954R1

# EXHIBIT A

## CITY HALL PARKING EXPANSION - CITY OF CROWLEY DESIGN SURVEY

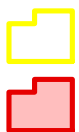


4060 Bryant Irvin Road  
Fort Worth, TX 76109

September 28, 2020



### KEY TO FEATURES



LIMITS OF SURVEY

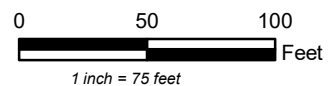
TAD Parcels

### NOTES

BACKGROUND IMAGE FROM  
ESRI AERIALS

### DATUM

NAD 1983 TEXAS STATE PLANE  
NORTH CENTRAL ZONE FIPS 4202





**SCHEDULE OF STANDARD HOURLY BILLING RATES**  
(Our hourly rates are subject to change at any time.)

**ENGINEERING**

Principal.....	\$245.00/Hr.
Associate Principal.....	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager .....	\$170.00/Hr.
Senior Project Coordinator .....	\$170.00/Hr.
Project Manager.....	\$125.00/Hr.
Project Coordinator.....	\$125.00/Hr.
Project Engineer.....	\$100.00/Hr.
Senior Technician.....	\$115.00/Hr.
Technician .....	\$85.00/Hr.
Drafter .....	\$80.00/Hr.
Research Manager.....	\$100.00/Hr.
Research Coordinator.....	\$65.00/Hr.
Research Assistant .....	\$55.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant .....	\$90.00/Hr.
Administrative Assistant .....	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.

**LANDSCAPE ARCHITECTURE**

Principal.....	\$245.00/Hr.
Associate Principal.....	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager .....	\$160.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect .....	\$100.00/Hr.
Landscape Task Lead .....	\$95.00/Hr.
Technician .....	\$85.00/Hr.
Landscape Designer .....	\$80.00/Hr.
Drafter .....	\$80.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant .....	\$90.00/Hr.
Administrative Assistant .....	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.

**SURVEYING**

Principal .....	\$245.00/Hr.
Associate Principal .....	\$210.00/Hr.
Director .....	\$210.00/Hr.
Senior Project Manager .....	\$165.00/Hr.
Senior Project Coordinator .....	\$165.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator.....	\$120.00/Hr.
Project Surveyor .....	\$100.00/Hr.
Survey Intern .....	\$95.00/Hr.
Senior Technician.....	\$95.00/Hr.
Technician .....	\$85.00/Hr.
Drafter .....	\$80.00/Hr.
Research Manager.....	\$100.00/Hr.
Research Coordinator.....	\$65.00/Hr.
Research Assistant .....	\$55.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant .....	\$90.00/Hr.
Administrative Assistant .....	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.
Survey Field Crew (1-person) .....	\$100.00/Hr.
Survey Field Crew (2-person) .....	\$150.00/Hr.
Survey Field Crew (3-person) .....	\$210.00/Hr.
Survey Field Crew (4-person) .....	\$270.00/Hr.
Survey Scanner Crew (1-person) ..	\$180.00/Hr.
Survey Scanner Crew (2-person) ..	\$225.00/Hr.
Survey Scanner Crew (3-person) ..	\$310.00/Hr.



**STANDARD BILLING RATES FOR IN HOUSE REIMBURSABLE CHARGES**

*(Rates are subject to change at any time.)*

*Reproduction:*

Black Line Bond Prints.....	\$ 0.50/sf
Black Line Mylar Prints .....	\$ 2.00/sf
Color Bond Plots .....	\$ 3.00/sf
Color Prints (8 1/2" x 11") .....	\$ 1.00/ea
Photocopies (8 1/2" x 11") .....	\$ 0.10/ea

*Monumentation (Materials Only):*

3" Aluminum Disks.....	\$25.00/ea
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*Mounting:*

Foam-core (3/16") .....	\$4.00/sf
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*Binding Services:*

Punch & Bind.....	\$2.00/ea
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*Storage Media:*

CD/Flash Drive .....	\$ 8.00/ea
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*Travel Expenses:*

Per Diem (Lodging/Meals) .....	\$ 125.00/Day/Person
Mileage .....	Current IRS Rate per mile

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**City of Crowley City Hall**  
**(hereinafter referred to as the "Project")**  
*Crowley, Tarrant County, Texas*  
PK No: 3696-0100

This Agreement for Professional Consulting Services (hereinafter referred to as this "Agreement"), made effective as of the 4<sup>th</sup> day of February, 2021, is made between Pacheco Koch Consulting Engineers, Inc., a Texas corporation, (hereinafter referred to as "CONSULTANT") whose mailing address is 4060 Bryant Irvin Road, Fort Worth, Texas 76109-4113, and the City of Crowley, (hereinafter referred to as "CLIENT"), whose mailing address is 201 East Main Street, Crowley, Texas 76036. CONSULTANT and CLIENT are sometimes referred to collectively as the "Parties." For, and in consideration of, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the following:

**ARTICLE 1 - SCOPE OF SERVICES**

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform the services (hereinafter referred to as the "Services") identified in letter of proposal dated February 4, 2021 (hereinafter referred to as the "Proposal"), a copy of which is attached hereto as Exhibit 1 and made a part hereof as if fully set forth herein, in accordance with the terms of this Agreement.
- 1.2 CONSULTANT will commence the Services upon receipt of an executed copy of this Agreement signed by an authorized representative of CLIENT and by an authorized representative of CONSULTANT in addition to receipt of any client provided materials necessary to commence the Services as identified in the Proposal or requested, in writing, by CONSULTANT.
- 1.3 CONSULTANT shall not be responsible for any CLIENT's directive or substitution made without CONSULTANT's agreement which shall not be unreasonably withheld.

**ARTICLE 2 – COMPENSATION AND METHOD OF PAYMENT**

- 2.1 CONSULTANT shall be compensated, in U.S. Dollars, in accordance with terms included in the Proposal and any subsequent executed amendments.
- 2.2 Unless otherwise noted, direct costs such as application fees, review fees, blueprinting, reproductions, delivery fees, mileage, etc. are not included in the fees described in the Proposal and will be charged at cost times a multiplier of 1.10.
- 2.3 State and local sales tax shall also be considered a direct cost when applicable and will be charged at cost. Please note that professional boundary surveying services are subject to state and local sales tax.
- 2.4 Unless otherwise stated in the Proposal, CONSULTANT will submit invoices to CLIENT monthly which will include the charges for the Services incurred on a time and materials basis at the rates set forth in the Proposal. If the charges for the Services are based on a lump sum or fixed fee identified in the Proposal, CONSULTANT will submit an invoice to CLIENT based on the estimated percentage of completion of the Services as stipulated in the Proposal, unless otherwise specified by CLIENT in writing and agreed upon by CONSULTANT.
- 2.5 Each invoice is due and payable upon receipt. Payment of each invoice shall be made in full by CLIENT to CONSULTANT no later than thirty (30) days following the issuance of the invoice to CLIENT; otherwise, Section 2.9 shall apply.
- 2.6 CONSULTANT shall be compensated by CLIENT for the Services rendered regardless of whether any impending sale of the subject property is finalized.
- 2.7 If CLIENT disputes any portion of an invoice, CLIENT shall provide written notification of such dispute to CONSULTANT no later than ten (10) days following the issuance of the invoice to CLIENT. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. If CLIENT fails to provide written notice of any dispute of an invoice no later than ten (10) days following the issuance of the invoice to CLIENT, such dispute shall be deemed to have been waived. CLIENT further agrees if CLIENT disputes any portion of an invoice, payment of all undisputed amounts of said invoice shall be made no later than thirty (30) days following the issuance of the invoice to CLIENT.
- 2.8 If legal action is necessary to enforce payment provisions of this Agreement, CONSULTANT shall be entitled to collect from CLIENT any judgment or settlement sums due, finance charges as calculated pursuant to Section 2.9, reasonable attorneys' fees, court costs, and expenses incurred by CONSULTANT in connection therewith.
- 2.9 An interest charge of 1.50% per month will accrue on all balances owed by CLIENT upon the expiration of thirty (30) days following the issuance of any invoice and shall continue to accrue until paid.
- 2.10 In addition to all other legal rights CONSULTANT may have, including, but not limited to, those set forth in Article 4, if CLIENT, for any reason, fails to pay any undisputed portion of any invoice no later than thirty (30) days following the issuance of the invoice to CLIENT, CONSULTANT shall have the right to terminate this Agreement upon written notice and to cease performing the Services. In such event, CLIENT shall be deemed to have waived any claim against CONSULTANT for damages or otherwise arising from or related to the termination of this Agreement or cessation of the Services by CONSULTANT. Furthermore, CLIENT shall defend and indemnify CONSULTANT from and against any claims for injury, damages, or loss arising from or related to the termination of this Agreement or the cessation of the Services.

**ARTICLE 3 – AMENDMENTS**

- 3.1 CLIENT, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services, to the extent such changes are agreed to by CONSULTANT in writing, shall be performed subject to this Agreement. Upon receiving CLIENT's request, CONSULTANT shall return to CLIENT a written change proposal setting forth an adjustment to the Services and cost estimated by CONSULTANT to represent the value of the requested changes. Following CLIENT's review of CONSULTANT's change proposal, CLIENT shall execute said written proposal authorizing CONSULTANT to perform the changes in the Services. CONSULTANT shall be under no obligation to perform any additional services unless and until CLIENT executes and returns the change proposal to CONSULTANT; however, if CONSULTANT performs such additional services prior to receiving an executed change proposal, CLIENT agrees to pay all sums due to CONSULTANT related to CONSULTANT's performance of the additional services.

#### **ARTICLE 4 - DELAYS AND TERMINATION**

- 4.1 CLIENT or CONSULTANT may terminate this Agreement upon ten (10) days written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party and fail to cure such default no later than ten (10) days following the date of such notice of default. The notice of default shall, at a minimum, identify the alleged factual basis for the party's failure to perform in accordance with the terms and conditions of this Agreement, and the necessary action to be taken to cure such default no later than ten (10) days following the date of such notice. In the event of any termination by CLIENT, CONSULTANT will be entitled to invoice CLIENT and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLIENT's sole risk, subject to the provisions herein.
- 4.2 "Force Majeure" means any event beyond the control and without fault or negligence of the party claiming inability to perform its obligations and which party is unable to prevent or provide against by the exercise of reasonable diligence, including, but not limited to, acts of God; acts of the public enemy; riot; civil commotion; expropriation or condemnation of facilities or project sites; changes in applicable law; floods; droughts; fires; epidemic or pandemic (specifically including COVID-19), explosions; sabotage; terrorism; war or other catastrophes; accidents causing damage to or destruction of, in whole or in part, the equipment or property necessary to perform the Work; failure or refusal by any regulatory or other agency to act upon or grant permits or licenses; or breakdown of equipment needed to perform the Services where not caused by failure of CONSULTANT to implement proper maintenance or replacement practices. No delay or failure in performance by CONSULTANT shall constitute default under this Agreement if, and to the extent, the delay or failure is caused by Force Majeure. Unless the Force Majeure event substantially frustrates performance of the Services, or the purpose for the Services, under this Agreement, Force Majeure shall not operate to excuse, but only to delay performance of the Services. If the performance of the Services is delayed by reason of Force Majeure, CLIENT shall, at its own expense, do all things reasonably possible to mitigate or remove the effect of the Force Majeure event and shall adjust the project schedule and contract price as reasonably requested by CONSULTANT.
- 4.3 If CLIENT suspends the Project, CONSULTANT shall be compensated for the Services performed prior to receipt of notice of such suspension. If and when the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's Services. CONSULTANT's fees for the remaining Services and the time schedules shall be equitably adjusted.
- 4.4 If CLIENT suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of CONSULTANT, CONSULTANT may terminate this Agreement upon seven (7) days' written notice.
- 4.5 CLIENT's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

#### **ARTICLE 5 - RIGHT OF ENTRY**

- 5.1 CLIENT shall provide CONSULTANT the right to enter from time to time, the Project or other property owned by CLIENT or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of the Services.

#### **ARTICLE 6 - INFORMATION PROVIDED BY OTHERS**

- 6.1 CLIENT shall provide to CONSULTANT all information which is reasonably requested by CONSULTANT and any further information which CLIENT possesses that is necessary for CONSULTANT to perform the Services. CLIENT recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. CLIENT shall be responsible for, and CONSULTANT shall be entitled to fully rely upon, the accuracy and completeness of all information provided by or through CLIENT including, but not limited to, Project and legal requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing the Services under this Agreement. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by or through CLIENT. Further, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.
- 6.2 CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

#### **ARTICLE 7 - CONSTRUCTION ACTIVITIES**

- 7.1 CLIENT agrees CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequences, techniques, and procedures necessary for performing, superintending, and/or coordinating all construction activities as such responsibilities are the sole responsibility of the General Contractor or OWNER. Accordingly, CLIENT warrants this intent shall be made evident in CLIENT's agreement with the General Contractor.
- 7.2 Unless otherwise required in this Agreement, CONSULTANT shall have no responsibility for discovery of, presence of, handling of, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

#### **ARTICLE 8 - JURISDICTION AND APPLICABLE LAW**

- 8.1 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, we are required to inform you that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveyors, 1917 South IH-35, Austin, Texas 78741, (512) 440-7723. Complaints regarding surveying services rendered may be addressed to that agency. The surveying firm registration number is TBPELS No. 10008000.
- 8.2 This Agreement is to be governed by the laws of the State of Texas.

## **ARTICLE 9 - INDEMNIFICATION**

- 9.1 INDEMNIFICATION BY CONSULTANT:** CONSULTANT shall indemnify and hold harmless CLIENT from and against liabilities, damages, forfeitures, penalties, fines, costs, and expenses (including, but not limited to, reasonable attorney's fees and expenses), by whomever asserted, including, but not limited to, any government entity, agency, or branch or any third party to the extent the same are caused by the negligent or intentional acts of CONSULTANT in the performance of the Services.
- 9.2 INDEMNIFICATION BY CLIENT:** To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs), by whomever asserted, including, but not limited to, any government entity, agency, or branch, any third party, an employee, contractor employed or retained by CONSULTANT, any third party or employee employed or retained by CONSULTANT, to the extent such claim, damage, injury or death resulted from (i) the negligence or willful misconduct of CLIENT or agent of CLIENT; (ii) violation of federal, state, or local statute, rule, regulation or ordinance by CLIENT or agent of CLIENT; (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site; or (iv) inaccurate information provided by CLIENT to CONSULTANT provided (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

## **ARTICLE 10 - LIMITATION OF LIABILITY**

- 10.1 IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND CONSULTANT, THE RISKS HAVE BEEN ALLOCATED AS SUCH THAT CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF CONSULTANT TO CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF CONSULTANT TO CLIENT SHALL NOT EXCEED \$100,000.00 ONE HUNDRED THOUSAND DOLLARS OR CONSULTANT'S TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, WHICHEVER IS GREATER.**
- 10.2 If, due to CONSULTANT's error or omission, any required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.**
- 10.3 The Parties mutually agree that notwithstanding anything to the contrary, including, but not limited to, Section 10.1, under no circumstance shall CONSULTANT's liability to CLIENT for any and all claims, losses, costs, or damages exceed proceeds from any insurance available to CONSULTANT.**

## **ARTICLE 11 – INSURANCE**

- 11.1 CONSULTANT represents that it now carries and will continue during the terms of this Agreement to carry Workers Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability insurance required by the laws of the State of Texas. A current CONSULTANT Certificate of Insurance will be provided to CLIENT, upon request.

## **ARTICLE 12 – ASSIGNMENT**

- 12.1 Unless otherwise noted, neither CONSULTANT nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of both Parties. However, CONSULTANT may subcontract all or any portion of the work to be performed hereunder.
- 12.2 CONSULTANT may, at their discretion, assign this contract to a corporate affiliate of CONSULTANT. CONSULTANT shall notify CLIENT of their assignment at such time it takes place.

## **ARTICLE 13 – NOTICES**

- 13.1 Any notice given hereunder shall be deemed served when: if hand-delivered, upon delivery in writing to an officer or other duly appointed representative of the party to whom the notice is directed; or if sent by commercial courier service, upon delivery to the address specified in the notice; or if sent by registered or certified mail to the business address identified at the beginning of this Agreement, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

## **ARTICLE 14 – STANDARD OF CARE**

- 14.1 The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.

## **ARTICLE 15 – FIDUCIARY RESPONSIBILITY**

- 15.1 CLIENT confirms neither CONSULTANT nor any of CONSULTANT's subconsultants or subcontractors has offered any fiduciary service to CLIENT and no fiduciary responsibility shall be owed to CLIENT by CONSULTANT or any of CONSULTANT's subconsultants or subcontractors, as a consequence of CONSULTANT's entering into this Agreement with CLIENT.
- 15.2 If this Agreement is a subcontract to CLIENT'S agreement with OWNER, CLIENT also confirms that neither CONSULTANT nor any of CONSULTANT's subconsultants owe a fiduciary responsibility to CLIENT or OWNER. CLIENT shall, as a material element of the consideration CONSULTANT requires for performance of the Services enumerated herein, require OWNER to formally recognize this provision in CLIENT's agreement with OWNER.

## **ARTICLE 16 – CONFIDENTIALITY**

- 16.1 CONSULTANT shall maintain as confidential, and not disclose to others without CLIENT's prior written consent, all information obtained from CLIENT, not otherwise previously known to CONSULTANT and not previously in the public domain. The provisions of this paragraph shall not apply to information, in whatever form, which (i) is published or comes into the public domain through no fault of CONSULTANT, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. CONSULTANT will notify CLIENT in writing immediately if information is requested under item (iii) above. CONSULTANT shall keep such information strictly confidential and shall not disclose it to any other person except to (i) its employees, (ii) those who need to know the content of such information to perform the Services or construction solely and exclusively for the Project, or (iii) its subconsultants and subcontractors whose contracts include similar restrictions on the use of confidential information.

## **ARTICLE 17 - OWNERSHIP OF INSTRUMENTS OF SERVICE**

- 17.1 All reports, plans, specifications, field data, field notes, calculations, estimates, and other documents prepared by CONSULTANT, as Instruments of Service, shall remain the property of CONSULTANT. CONSULTANT shall retain these records for a period of five (5) years following completion of the Services, during which period they will be made available to CLIENT at all reasonable times.
- 17.2 The Parties warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- 17.3 CONSULTANT and CONSULTANT's subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including, but not limited to, the Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights, including, but not limited to, copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and CONSULTANT's subconsultants.
- 17.4 Upon execution of this Agreement, CONSULTANT grants to CLIENT a nonexclusive license to use CONSULTANT's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided CLIENT substantially performs its obligations, including, but not limited to, prompt payment of all sums when due, under this Agreement. CONSULTANT shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits CLIENT to authorize the Contractor, Subcontractors, and material or equipment suppliers, as well as CLIENT's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If CONSULTANT rightfully terminates this Agreement for cause, the license granted in this Section 17.4 shall terminate. Notwithstanding the foregoing, CONSULTANT shall have no obligation to issue any Instruments of Service to CLIENT unless, at the time of issuance, CLIENT has performed all of its payment obligations under this Agreement and all other Agreements with CONSULTANT.

- 17.5 If CLIENT uses the Instruments of Service without retaining the author of the Instruments of Service, CLIENT releases CONSULTANT and its subconsultant(s) from all claims and causes of action arising from such uses. CLIENT, to the extent permitted by law, further agrees to indemnify and hold harmless CONSULTANT and its subconsultants from all costs and expenses, including, but not limited to, the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from CLIENT's use of the Instruments of Service under this Agreement. The terms of this Section 17.5 shall not apply if CLIENT rightfully terminates this Agreement for cause.
- 17.6 Except for the licenses granted in this Article 17, no other license or right is granted or implied under this Agreement. CLIENT shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of CONSULTANT. Any unauthorized use of the Instruments of Service shall be at CLIENT's sole risk and without liability to CONSULTANT or its subconsultants.

#### **ARTICLE 18 – MISCELLANEOUS PROVISIONS**

- 18.1 This Agreement (including attached Exhibits) constitutes the sole and entire agreement between the Parties. This Agreement replaces and supersedes all prior discussions and agreements between the Parties with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by the Parties.
- 18.2 Any signature of or pursuant to this Agreement, shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile or email shall be subsequently confirmed by an original re-execution.
- 18.3 ALL EXPRESS REPRESENTATIONS, WAIVERS, INDEMNIFICATIONS, AND LIMITATIONS OF LIABILITY INCLUDED IN THIS AGREEMENT WILL SURVIVE ITS COMPLETION OR TERMINATION FOR ANY REASON.
- 18.4 Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, which agree this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 18.5 CLIENT shall not rely in any way on any Document unless it is issued in final form, and if required by law, signed or sealed by CONSULTANT or one of its subconsultants.
- 18.6 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 18.7 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- 18.8 To the extent there is a conflict between the Proposal and this Agreement, the order of precedence is this Agreement, the Proposal, other documents such that the provisions of this Agreement shall control.

By executing this agreement, CONSULTANT and CLIENT indicate their acceptance and agreement with its terms.

**City of Crowley**

**Pacheco Koch Consulting Engineers, Inc.**

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

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

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

Name: Mark A. Pacheco, P.E., R.P.L.S.

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

Title: President

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

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