

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) by and between Tarrant County (County) and Pacheco Koch Consulting Engineers, LLC (Consultant), located at 4060 Bryant Irvin Road, Fort Worth, Texas effective on the date of approval in Tarrant County Commissioners Court.

SCOPE OF SERVICES

Consultant agrees to perform the services set forth in the Scope of Services attached as Exhibit A in a timely and professional manner, consistent with industry and professional standards, and in accordance with all applicable laws and the terms of this Agreement. If any services, functions or responsibilities not specifically described in this Scope of Services are required for the proper performance and provision of these services, they shall be deemed to be included with the Scope of Services.

TERM AND RENEWAL OPTIONS

Upon approval of this contract by the Tarrant County Commissioners Court, Consultant is authorized to begin the provision of services as described in the attached Scope of Services, as requested by the County.

PAYMENT AND INVOICING

Compensation to Consultant for the services described in the attached Scope of Services shall not exceed \$588,000 in the hourly rates as shown on Exhibit B for the services under this Agreement, upon approval by the County.

- a. Consultant is to advise the County of additional services that may be required to complete this project successfully prior to any services being performed that are not part of this agreement, and must obtain prior approval, in writing, by the County before those services are performed and invoiced.
- b. If in the execution of services, the County may request Consultant to remove a service, prior to Consultant’s performance of that service. Consultant agrees that the County will not be held responsible for costs associated with those services that were removed.
- c. Payments will be made monthly in arrears, on a net 30-day basis. The fee is to be inclusive of all travel costs.
- d. Invoices are to be detailed and reference the fees as shown in Exhibit B. A summary of the work performed during the invoiced period should accompany the invoice submittal.
- e. Submit invoices to: Tarrant County Auditor’s Office, Attention: Accounts Payable, 100 E. Weatherford St., Suite 506, Fort Worth, Texas 76196, phone: 817-884-1205, or email to: SAP-Invoices@tarrantcounty.com and rvskinner@tarrantcounty.com.

INSURANCE REQUIREMENTS

Consultant shall take out, pay for and maintain always during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County:

- a. Worker's Compensation/Employer's Liability
 1. Worker's Compensation – statutory
 2. Employer's Liability - \$500,000
- b. Commercial General Liability:
 1. Bodily injury/Personal injury/Property damage - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Auto Liability:
 1. Combined Single Limit (CSL) - \$500,000 per occurrence
- d. Contractual Liability – same limits as above
- e. Professional Liability Insurance - \$1,000,000 each claim with minimum \$2,000,000 aggregate

FINANCIAL RESPONSIBILITY

Consultant is responsible for its incurred expenses in performing this contract unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, Consultant indemnifies and holds harmless the County against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to Consultant's negligent performance of this contract.

AGENCY-INDEPENDENT CONTRACTOR

Neither Consultant nor any employee thereof is an agent of the County and neither the County nor any employee thereof is an agent of Consultant. This agreement does not and shall not be construed to entitle either party or any of their representative employees, if applicable, to any benefits, privilege, or other amenities of employment of the other part.

ASSIGNMENT

Neither party may assign this contract.

THIRD PARTY BENEFICIARY EXCLUDED

This party does not incur to the benefit of any specific third party. The parties to this contract do not consent to the waiver of sovereign or government immunity under Texas state or federal law to the extent either party may have that immunity under law.

ENTIRE AGREEMENT

The Contract documents consist of the following:

- This Agreement
- Request for Qualifications 2022-044 Bid Documents and Consultant Response
- Consultant Proposal
- Any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement may not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties. For avoidance of doubt, this Agreement may not be modified orally.

The law of the State of Texas governs this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

This agreement is effective upon the date of approval in Tarrant County Commissioners Court.

TERMINATION

Either party may terminate this contract by:

- a. Providing written notice to the other party at least thirty (30) days prior to the date of termination;
- b. Providing in the written notice the date of termination; and
- c. Sending the written notice by certified mail return receipt requested to the party at its address.

NOTICES

Tarrant County

Randall Skinner
Tarrant County Transportation Services
100 E. Weatherford, Room 401
Fort Worth, Texas 76196

Pacheco Koch Consulting Engineers, LLC

C/O General Counsel
12701 Whitewater Drive, Suite 300
Minnetonka, Minnesota 55343

**TARRANT COUNTY
STATE OF TEXAS**

**PACHECO KOCH
CONSULTING ENGINEERS, LLC**

B. Glen Whitley
County Judge



Brian D. O'Neill, P.E., CFM
Director, Public Infrastructure

REVIEWED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$588,000:

Auditor's Office

EXHIBIT 'A' – SCOPE OF SERVICES

**BENTLEY ROAD – PROJECT MANAGEMENT AND CONSTRUCTION
ADMINISTRATION SERVICES
RFQ-2022-044**

PROJECT DESCRIPTION:

The project consists of reconstruction and expansion of Bentley Road between IH-20 and Aledo Road from an existing 2 lane road to a divided four lane road. The project is planned to be a design/build project. Tarrant County requested assistance in project management, plan and submittal review, construction administration and construction inspection. Design services are to be provided by the contractor's engineer. (PROJECT)

BASIC SERVICES:

- A. Project Management
 1. Manage the Team:
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Allocate team resources
 2. Communications and Reporting:
 - Conduct review meetings with the OWNER at the end of each design phase.
 - Prepare and submit monthly invoices in the format acceptable to the OWNER.
 - Prepare and submit monthly progress reports.
 - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
 - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

EXHIBIT A to Agreement between the Tarrant County, Texas (OWNER) and Pacheco Koch Consulting Engineers, LLC, (CONSULTANT) for Consulting Services

3. Constructability Review:

- Prior to the released for construction phase with the OWNER, the CONSULTANT shall schedule and attend a project site visit with the OWNER Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the OWNER's comments from the field visit and submit this information to the OWNER in writing.

B. Plan & Submittal Review

1. CONSULTANT will review submittals from Contractor or Contractor's Engineer within 5 business days. Plan markups and review comments will be provided.
2. It is anticipated that there will be two submittal packages for each phase submitted. This would include a preliminary set of plans and specifications and then a release for construction set of plans and specifications.
3. CONSULTANT would review plans on behalf of the OWNER and keep records of the review comments and consult OWNER with any interpretations in order to achieve project goals.
4. CONSULTANT assist OWNER in determining minimum level of design and elements needed to proceed with procurement.
5. CONSULTANT will assist on procurement processes including answering RFIs and assist in preparing responses to questions during bid process.
6. Reviews would be in accordance with Tarrant County Standards, TXDOT Standards and City of Fort Worth criteria (if applicable).

C. Construction Administration and Inspection

1. Preconstruction Conference:
 - The CONSULTANT shall attend the preconstruction conference.
2. Site Visits:
 - The CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that three (3) visit will be made by the CONSULTANT.
3. Instructions to Contractor
 - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the OWNER.
4. Construction Inspection
 - The CONSULTANT will provide construction inspection in accordance with the OWNERS requirements:
 - Full-Time Construction Inspection
 - Review of daily activity, log of progress and status of completion
 - Daily Work Reports
 - Prepare Weekly Observation Reports
 - Monitor and schedule materials testing
 - Review construction materials report

EXHIBIT A to Agreement between the
Tarrant County, Texas (OWNER) and
Pacheco Koch Consulting Engineers,
LLC, (CONSULTANT) for Consulting
Services

- Complete weekly SW3P and Barricade Reports
 - Monitor Contractor compliance with contract requirements for quality and record keeping
5. Project Documentation and Record Keeping
- Quarterly reports – Produce quarterly reports documenting contractor progress
 - Request for Reimbursements – Collect and review contractor invoices and supporting documents, complete request for reimbursement forms, and prepare and finalize reimbursement forms as coordinated with County Staff.

D. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

EXHIBIT A to Agreement between the Tarrant County, Texas (OWNER) and Pacheco Koch Consulting Engineers, LLC, (CONSULTANT) for Consulting Services

Services not included in this contract:

- *CONSULTANT 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.*
- *CONSULTANT 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.*
- *CONSULTANT 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.*
- *CONSULTANT 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.*
- *CONSULTANT is not responsible for materials testing for this project*
- *Design services – Civil engineering design, geotechnical design, subsurface utility exploration are not included with this contract.*
- *Construction or Bid Phase services not specifically listed above.*
- *Review of Shoring or Trench Safety Plans*
- *Permitting of Construction Plans and Specifications*
- *Illumination and Signal design*
- *Water and Sanitary Sewer Design*
- *Environmental or wetland delineations*
- *Pole foundations are standards and no special foundation will be designed to accommodate custom situations.*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities – Pacheco Koch will coordinate with franchise, no monthly meetings are anticipated as City already conducts monthly utility meetings.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the Tarrant County, Texas (OWNER) and Pacheco Koch Consulting Engineers, LLC (CONSULTANT) for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

**BENTLEY ROAD – PROJECT MANAGEMENT AND CONSTRUCTION
ADMINISTRATION SERVICES
RFQ-2022-044**

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a not to exceed fee of \$ 588,000 as summarized below. The total not to exceed fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services		
A.	Project Management	\$25,000
B.	Plan and Submittal Review	65,000
C.	Construction Administration & Inspection	\$490,000
D.	Direct Expense (Not to Exceed)	8,000
TOTAL		\$ 588,000

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



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

ENGINEERING

Principal.....	\$260.00/Hr.
Associate Principal.....	\$235.00/Hr.
Director.....	\$235.00/Hr.
Senior Project Manager	\$200.00/Hr.
Senior Project Coordinator	\$200.00/Hr.
Project Manager.....	\$175.00/Hr.
Project Coordinator.....	\$175.00/Hr.
Project Engineer.....	\$130.00/Hr.
Senior Technician.....	\$145.00/Hr.
Technician	\$110.00/Hr.
Drafter	\$100.00/Hr.
Research Manager.....	\$150.00/Hr.
Research Coordinator.....	\$90.00/Hr.
Research Assistant	\$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.
Construction Inspector V.....	\$145.00/Hr.
Construction Recordkeeper IV.....	\$100.00/Hr.

LANDSCAPE ARCHITECTURE

Principal.....	\$260.00/Hr.
Associate Principal.....	\$235.00/Hr.
Director.....	\$235.00/Hr.
Senior Project Manager	\$200.00/Hr.
Project Manager.....	\$175.00/Hr.
Project Landscape Architect	\$135.00/Hr.
Landscape Task Lead	\$130.00/Hr.
Technician	\$110.00/Hr.
Landscape Designer	\$120.00/Hr.
Drafter	\$100.00/Hr.
Executive Assistant.....	\$100.00/Hr.

SURVEYING

Principal	\$260.00/Hr.
Associate Principal	\$235.00/Hr.
Director	\$235.00/Hr.
Senior Project Manager	\$200.00/Hr.
Senior Project Coordinator	\$200.00/Hr.
Project Manager.....	\$175.00/Hr.
Project Coordinator.....	\$175.00/Hr.
Project Surveyor	\$140.00/Hr.
Survey Intern	\$130.00/Hr.
Senior Technician.....	\$125.00/Hr.
Technician	\$110.00/Hr.
Drafter	\$100.00/Hr.
Research Manager.....	\$150.00/Hr.
Research Coordinator.....	\$90.00/Hr.
Research Assistant	\$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.
Survey Field Crew (1-person).....	\$100.00/Hr.
Survey Field Crew (2-person).....	\$160.00/Hr.
Survey Field Crew (3-person).....	\$225.00/Hr.
Survey Field Crew (4-person).....	\$285.00/Hr.
Survey Scanner Crew (1-person) ..	\$190.00/Hr.
Survey Scanner Crew (2-person) ..	\$240.00/Hr.
Survey Scanner Crew (3-person) ..	\$325.00/Hr.
Senior Administrative Assistant	\$90.00/Hr.
Administrative Assistant.....	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/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