

Resolution No. 11-0638
Approved: March 9, 2011

CONSULTANT CONTRACT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into by and between the CITY OF DALLAS, a Texas municipal corporation, of Dallas County, Texas, (hereinafter called "City") and PACHECO KOCH CONSULTING ENGINEERS, INC., a Texas corporation, having its principal place of business at 8350 N. Central Expressway, Suite 1000, Dallas, Texas 75206, (hereinafter called "Consultant").

1. PURPOSE

The purpose of this Contract is to state the terms and conditions under which Consultant shall perform engineering consulting services to provide for a conceptual planning study for parking and traffic circulation at Winfrey Point and along East Lawther Trail at White Rock Lake Park located at 8300 Garland Road, Dallas, Texas.

2. DESCRIPTION OF SERVICES

Consultant's services hereunder shall include, but shall not be limited to, the following:

A. Consultant shall perform all the services as set forth in Consultant's proposal dated January 24, 2011, attached as Exhibit A and made a part of this Contract.

B. Consultant shall work closely with City's Director of the Park and Recreation Department, or his designee (hereinafter referred to as "Director"), and other appropriate City officials as directed and shall perform any and all related tasks required by the Director in order to fulfill the purposes of this Contract.

C. Consultant shall deliver to the Director all reports, designs, and related documents, information, or other data which are required to be produced and given to City in performing services under this Contract (hereinafter called "deliverables") in the format required by the Director.

3. PERFORMANCE OF SERVICES

Consultant and its employees or associates shall perform all the services under this Contract. Consultant represents that all its employees or associates who perform services under this Contract shall be fully qualified and competent to perform the services described in Section 2.

4. TERM

The term of this Contract shall begin on execution, and end upon the later of the completion of all services or the date specified in the Director's written order to proceed. Consultant understands and agrees that time is of the essence. All deliverables are to be completed and delivered to City by the termination date, or by the milestone or completion date or dates provided in a performance schedule agreed upon between Consultant and the Director, unless an extension of time, based upon good reasons presented by Consultant, is approved by the Director.

5. PAYMENT FOR SERVICES

In consideration of the professional services to be performed by Consultant under the terms of this Contract, City shall pay Consultant for services actually performed a fee not to exceed \$100,330.00. If other conditions necessitate additional services or a change in services as provided in Section 6, any increase in compensation must be authorized and funded in advance by resolution of the City Council or, where applicable, by duly authorized administrative action signed by the City Manager and approved as to form by the City Attorney. Consultant's charges for its services are not to exceed similar charges of Consultant for comparable services to other customers. Payments to Consultant shall be in the amount shown by the billings and other documentation submitted and shall be subject to the Director's approval. All services shall be performed to the satisfaction of the Director and City shall not be liable for any payment under this Contract for services which are unsatisfactory and which have not been approved by the Director. The final payment due under this Contract will not be paid until the required deliverables have been received in the required format and approved by the Director. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Consultant, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

6. CHANGE IN SERVICES

City, acting through its Director, may request from time to time changes in the scope or focus of the activities, investigations and studies conducted or to be conducted by Consultant pursuant to this Contract. Any change in the scope or focus which varies significantly from the scope of services set out in Section 2 and would entail a significant increase in cost or expense to Consultant shall be mutually agreed upon by Consultant and the Director. Changes in the scope which in the opinion of Consultant and the Director would justify an increase in compensation requiring additional funding by City must first be authorized as described in Section 5.

7. CONFIDENTIAL WORK

No deliverables or other information (including information given by City to Consultant to assist Consultant's performance under this Contract) developed by, given to, prepared by or assembled by Consultant under this Contract shall be disclosed or made available to any third party individual or organization by Consultant without the express prior written approval of the Director.

8. OWNERSHIP OF DOCUMENTS

Upon acceptance or approval by City, all deliverables prepared or assembled by Consultant under this Contract, and any other related documents or items shall become the sole property of City and shall be delivered to City, without restriction on future use. Consultant may make copies of any and all deliverables and related documents or items for its files. By execution of this Contract and in consideration of the fee for services to be paid under the Contract, Consultant hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the project designs and other project data developed under this Contract.

9. CONSULTANT'S LIABILITY

Approval of City shall not constitute or be deemed a release of the responsibility and liability of Consultant, its employees, agents, associates, or subconsultants for the accuracy and competency of the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants, as required under this Contract. In addition, approval of City shall not be deemed to be the assumption of any responsibility by City for any defect, error, or omission in the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants.

10. COMPLIANCE WITH LAWS AND REGULATIONS

This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Dallas, as amended, and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Consultant shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended.

11. NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Consultant is expected to fully comply with the requirements of this ordinance in the event of a claim, in addition to all other requirements in this Contract related to claims and notice of claims.

12. INDEPENDENT CONTRACTOR

Consultant's status shall be that of an independent contractor and not an agent, servant, employee, or representative of City in the performance of the services under this Contract. Consultant shall exercise independent judgment in performing services under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Consultant in the performance of this Contract shall be construed as making Consultant the agent, servant or employee of City, or making Consultant or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

13. INDEMNITY

Consultant agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subconsultants, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of Consultant and City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

14. INSURANCE REQUIREMENTS

A. Consultant shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in Exhibit B, attached to and made a part of this Contract.

B. Approval, disapproval or failure to act by City regarding any insurance supplied by Consultant or its subconsultants shall not relieve Consultant of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Consultant's insurer or any denial of liability by Consultant's insurer shall not exonerate Consultant from the liability or responsibility of Consultant set forth in this Contract.

15. CONFLICT OF INTEREST

The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED --

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.”

16. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Consultant has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Consultant to remove any employee of Consultant from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

17. ASSIGNMENT

This Contract provides for unique professional services. Consultant, therefore, shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City's Director.

18. TERMINATION

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of City by giving at least ten (10)

days advance written notice of termination to Consultant, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City also has the right to request that Consultant assign and transfer to City all of Consultant's rights and obligations under existing subcontracts it has to perform Contract work in the event of termination under this Section. City shall equitably compensate Consultant in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Consultant shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

19. NOTICES

Except as otherwise provided in Section 11, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Paul Dyer, Director
Park and Recreation Department
1500 Marilla, RM 6FN
Dallas, Texas 75201

If intended for Consultant, to:

Christopher M. Jones, P.E., DBIA
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expressway, Suite 1000
Dallas, Texas 75206

20. NONDISCRIMINATION

As a condition of this Contract, Consultant covenants that Consultant will take all necessary actions to insure that, in connection with any operations under this Contract, Consultant, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Consultant shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Consultant shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

21. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Contractor under this Contract. City is granted the right to audit, at City's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

22. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

23. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

24. LEGAL CONSTRUCTION

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

25. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

26. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

27. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective administrators, successors and, except as otherwise provided in this Contract, their assigns.

28. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this the 9th day of March, 2011, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No.11- 0638, adopted by the City Council on March 9, 2011, and by Consultant, acting through its duly authorized officials.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY Christine Tanner C.L.
Assistant City Attorney

BY [Signature]
Assistant City Manager

ATTEST:

PARK AND RECREATION BOARD

BY [Signature]
Secretary

BY [Signature]
President

ATTEST:

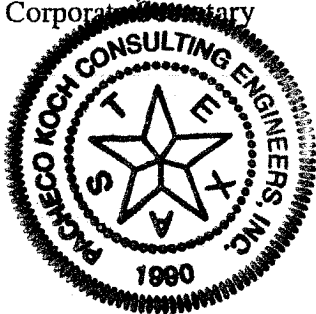
CONSULTANT:
PACHECO KOCH CONSULTING
ENGINEERS, INC., a Texas corporation

BY [Signature]
Corporate Secretary

BY [Signature]
Authorized Officer

James A. Koch, Jr., P.E., R.P.L.S.
Printed Name

Vice President
Title





January 24, 2011
PK No: 0100

Mr. Jared White, AICP
Project Coordinator
CITY OF DALLAS
1500 Marilla, Room 6FS
Dallas, Texas 75201

EXHIBIT A

Re: **WINFREY POINT PLANNING STUDY**
Dallas, Dallas County, Texas

Dear Mr. White:

Pacheco Koch Consulting Engineers, Inc. is extremely pleased to submit our Proposal for Civil Engineering, Architectural, and Landscape Architectural Services to the City of Dallas. Our team has the expertise and resources to meet, and exceed, your expectations.

We believe that we are very capable of providing quality planning and engineering services with emphasis on responsiveness and communication with the City. We greatly appreciate this opportunity and look forward to working with you. Thank you for your time and your consideration of Pacheco Koch.

Sincerely,

Christopher M. Jones, P.E., DBIA

GAP/vm
01-9474

enc.

**Proposal for
Landscape Architectural & Civil Engineering Services
For Winfrey Point Planning Study**

This proposal is for Planning, Conceptual design and consulting services by Pacheco Koch Consulting Engineers, Inc. (the Consultant) for the City of Dallas (the Owner).

1.0 SCOPE

The Consultant scope shall consist of planning, conceptual design and engineering consulting services for the development of the Winfrey Point Planning Study. The study area consists of East Lawther Drive, Emerald Isle Drive, The Winfrey Point Peninsula and the White Rock Lake Pedestrian / Bike trail adjacent to Garland Road. Please refer to Attachment A: Study Area Plan.

- 1.1 The Planning Study will address multiple objectives, such as an improved efficiency of the park site layout, balancing programming objectives, improved and safe multi-modal transportation integration measures, improved access, improved community and Arboretum interface, an environmentally sensitive, sustainable and low impact design approach for event parking accommodation.

The overall approach will address the study area from a sustainable and 'global perspective' balancing community interface with long term goals for both White Rock Lake Park and the Dallas Arboretum.

The Planning Study will address the following specific elements:

- 1.1.1. Long Term Planning Evaluation & Analysis
 - 1.1.2. Circulation and Parking Facilities (Approximately 1,200 total spaces)
 - 1.1.3. Multi-modal study for East Lawther Drive; including Pedestrian, Cyclist, Tram Shuttle and Vehicular Transportation modes.
 - 1.1.4. Multi-modal study for Emerald Isle Drive: including Pedestrian, Cyclist, Tram Shuttle and Vehicular Transportation modes.
 - 1.1.5. Shuttle access and transfer for Winfrey Point, Arboretum, and Community
 - 1.1.6. Preservation of Existing Athletic Ball Field Facilities
 - 1.1.7. Preservation of Winfrey Point Center / Reservation Facility
 - 1.1.8. Preservation of Open Space and Lake views
 - 1.1.9. Greenhouse / Service Center relocation & transfer with Arboretum
 - 1.1.10. Conceptual Site Plan, Proposed improvements to impacted infrastructure, Drainage Area Map, and Grading plan.
 - 1.1.11. Sustainable Sites Initiatives compliance potential
 - 1.1.12. Infrastructure requirements
 - 1.1.13. Preliminary Cost Estimations
 - 1.1.14. Wayfinding Study
 - 1.1.15. Lighting Study
 - 1.1.16. Security Study
- 1.2 The work shall consist of the following broad phases: 1) Site Conditions Assessment; 2) Conceptual Planning Study and Opinion of Probable Cost.

2.0 BASIC SERVICES

The Consultant services shall consist of the two phases with specific tasks described in Paragraph's 2.1 through 2.2 as follows:

2.1 Conditions Assessment

- 2.1.1 Coordination Meetings: Consultant will attend bi-monthly meetings with representatives of the City of Dallas Park and Recreation Department to update project progress and coordinate tasking, scheduling and deliverables.

Deliverable: (10) Coordination meetings; notes will be recorded and distributed as a memorandum to attendees after each meeting.

- 2.1.2 Data Review: Owner shall provide Consultant available base information for the project site, to include but not limited to: city maps and exhibits, GIS files, aerial photos, aerial surveys in CAD format, boundary surveys, topographic maps, easements and right of ways, utility locations, environmental studies / reports, soils information, drainage information, vegetation, existing and recently proposed White Rock Lake Park plans, Dallas Arboretum plans and long term capacities and programming objectives. Consultant will review said data and infer key factors affecting the Winfrey Point Area Plan.

Deliverable: (1) Memorandum (Word document) in electronic format describing key factors, as well as data sufficiency or voids.

- 2.1.3 Base Map: Utilizing the base information provided by Owner, the Consultant will prepare a base map of the project area at a suitable scale for park board and other engagement presentations and for report preparation purposes. The base map will indicate study area boundaries, immediate urban adjacencies, existing and potential access points, existing park facilities, structures, topography and easements.

Deliverable: Digital Base Map (ACAD & PDF).

- 2.1.4 Site Visit: Consultant will visit the park with Owner representatives to review site conditions and adjacent areas. This visit will serve to identify 'key issues affecting potential site improvements. Particular attention will be given to the park road, trail system, ball field area, adjoining development and access to Garland Road.

Deliverable: Summary notes of site visit(s); Photographic record of site visit(s); Statement of planning goals and objectives.

- 2.1.5 Site Conditions Analysis: For reviewing the site context, consultant will take a 'global perspective' into account and evaluate the relationship of the Winfrey Point Study Area (as a multi-modal transportation corridor and park destination) as the study area relates to programming and accessibility to the greater White Rock Lake Park, Dallas Arboretum, the adjacent community and greater Dallas. An analysis of opportunities and constraints will further support the evaluation process.

This task will analyze the study area's ability to accommodate projected increase in park capacities, parking, road and trail corridor usage and configurations, preserved open space, ingress and egress access points and spatial constraints. The study will investigate emerging multi-modal integration with East Lawther Drive, citing potential safety concerns and the overall relationship of pedestrians, cyclists, vehicles and tram shuttle services.

The final analysis will instruct the conceptual planning process and will seek to develop the framework necessary to meet the planning goals and objectives.

Deliverable: (10) hardcopies & (1) (Word document) in electronic format of a summarized Conditions Assessment Report and a PowerPoint electronic document suitable for public presentations.

2.2 Conceptual Planning Study

2.2.1 **Site Development Strategies:** Consultant will synthesize findings from the Site Conditions Assessment phase and develop preliminary improvement strategies addressing the key planning objectives.

- Disposition of, or reconfigurations to, existing facilities (roadways, parking, trails)
- Conceptual Transportation Plan / Multi-modal usage study
- Preservation of existing park facilities (entrance, bridge, ball fields, rental facility, etc.)
- Projected event parking capacities
- Open space and view corridors preservation study
- Preliminary environmental restoration study
- Assessment of security, lighting and way finding.
- A prioritization of proposed improvements

Deliverable: Study Plan matrix; facilities capacities and area/size requirements and study findings for improved circulation and parking facilities. Summarized notes of study component will be included into the final report.

2.2.2 **Conceptual Design:** Following the review of the Site Development Strategies, the client, Consultant will develop specific design concepts for:

- Preserved entrance at Garland Road
- Trail reconfiguration adjacent to Garland Road, White Rock Lake shoreline
- East Lawther Drive and Emerald Isle Drive reconfiguration and integration with parallel parking and trail usage
- Parking, trailheads, trails and trail amenities
- (1) Event Parking Plan/ native planting scheme
- (1) Open Space Plan / environmental restoration scheme
- (1) Concept Grading Plan
- (1) Concept Drainage Plan
- (2) Perspective Renderings (Rendered features as determined by Owner)
- (5) Cross Sections / Elevations at the Park Drive Entrance, Trail, Garland Road, East Lawther Drive and Event Parking Area
- (5) Conceptual Plan Sketches

Deliverable: Sketch plans, perspective renderings cross sections, elevations and/or sketches of reconfigured park features and facilities as itemized above.

2.2.3 **Final Concept Plan:** Consultant will develop a revised Final Concept Plan based on final design refinements as directed by owner. Consultant will prepare a Final Concept Plan that is a suitable for presentations, and review before proceeding into the Final Plan and Report Phase. The plan will indicate the location of circulation modes, parking and recreational facilities in accordance with the design concepts. The plan will be used for area take-offs and cost estimating purposes.

Deliverable: Park site plan in ACAD & PDF, suitable for public presentation and discussion purposes.

2.2.4 Preliminary Cost Estimate: Consultant will refine the plan and summarized memorandums based on input from the client and prepare and Order-of-Magnitude preliminary cost estimate. It is understood that the cost estimate will be the basis for requesting future funding and therefore will include soft costs as well net construction costs. The preliminary cost estimate will include assumptions for infrastructure.

Deliverable: Order-of-Magnitude preliminary cost estimate in electronic Excel format.

2.2.5 Planning Study Report: Consultant will summarize all finding study information and assimilate data into the Planning Study Report, which will include:

- Executive Summary
- Existing Conditions Evaluation
- Planning Study Goals & Objectives
- Design Concepts
- Final Concept Plan
- Infrastructure Support
- Costs, Implementation & Phasing

The Planning Study and Report will serve as a summary of the planning and design process, highlighting the improvements that are deemed necessary to meet the goals and objectives.

Deliverable: 10 hard copies of the Final Planning Study Report plus a digital PDF file; Illustrated park plan; (1) Presentation to Dallas Park Board and an electronic file of the Summary PowerPoint presentation.

3.0 CONSULTANT TEAM

The consultant team shall include:

- Pacheco Koch Consulting Engineers, Inc., Prime Consultant, M/WBE Certified
- Wallace Roberts & Todd, LLC, Landscape Architect, not M/WBE Certified

4.0 SCHEDULE

The above Scope will be performed within a 5 ½ month period beginning from the receipt of a formal Notice to Proceed. This time period includes review time, meetings, and presentations, and is further broken down into the following phases:

- Site Conditions Assessment: (45 days)
- Conceptual Planning Development: (60 days)

5.0 FEES

5.1 Basic Services

For the Basic Services outlined above, the Owner agrees to pay Consultant a fee of \$ 100,330.00 to be billed monthly as a percentage of the work completed. The fee is broken down as follows:

• Site Conditions Assessment (31.760%)	\$ 30,960.00
• Conceptual Planning Study (68.240%)	\$ 66,520.00

Basic Services Subtotal	\$ 97,480.00

5.2 Reimbursable Expenses

• Reproduction (17.544%)	\$ 500.00
• Courier (3.509%)	\$ 100.00
• Long Distance Travel for WRT Principal Architect (52.632%)	\$ 1,500.00
• Plotting (26.316%)	\$ 750.00

Reimbursable Expenses Subtotal	\$ 2,850.00
Total Proposal	\$100,330.00

Reimbursable Expenses – These expenses can include the following, if approved in advance by the City:

- 5.2.1 Living and traveling expenses of non-local employees, partners, and principals when travelling to the City of Dallas on business connected with the project. Living and travel expenses shall not apply to local personnel or staff.
- 5.2.2 Identifiable communication expense, such as long distance telephone, express charges and postage directly related to the project and courier services.
- 5.2.3 Identifiable reproduction costs applicable to the work, such as blueprinting, plotting photocopying, printing and binding, etc.
- 5.2.4 Contracting of Geologist for additional historical research and written report.

6.0 FINAL DELIVERABLES

- Site Conditions Assessment: Digital Base Map in PDF format. Power Point presentation.
- Planning Study Report: Park Programming Matrix in Excel format. Concept Site Plan: 66" x 36" (estimated size) 1"-100'-0" – mounted for presentation purposes. Planning Study Report (10 copies). Digital copies shall also be provided in PDF file and/or JPEG file format.

7.0 LIMITATIONS

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

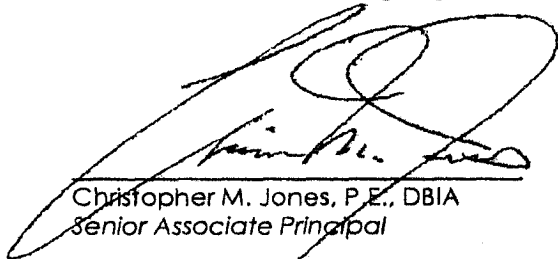
1. Geotechnical investigation
2. Environmental investigation
3. Wetlands determination and permitting
4. Boundary and topographic surveying
5. Preliminary and final platting
6. Construction documents or Landscape/Irrigation design plans
7. Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage.
8. Detailed layout of walks and hardscape areas, including scoring patterns.
9. Dedications of easements and/or right-of-way by separate instrument
10. Bid phase services including preparation of bid forms, solicitation of bids and coordination with prospective bidders
11. Construction phase services including review of pay requests, review of shop drawings, construction observation, and job progress meetings

8.0 ADDITIONAL SERVICES

Additional services must receive written authorization from the Client before being performed. The following hourly rates will be utilized for additional services:

Principal	\$ 210.00/Hr.
Senior Associate Principal	\$ 200.00/Hr.
Associate Principal	\$ 170.00/Hr.
Senior Project Manager	\$ 140.00/Hr.
Project Manager	\$ 120.00/Hr.
Project Coordinator	\$ 115.00/Hr.
Project Engineer	\$ 95.00/Hr.
Senior Technician	\$ 105.00/Hr.
Technician	\$ 80.00/Hr.
Research Coordinator	\$ 60.00/Hr.
Technical Assistant	\$ 50.00/Hr.
Administrative Supervisor	\$ 75.00/Hr.
Senior Administrative Assistant	\$ 75.00/Hr.
Administrative Assistant	\$ 70.00/Hr.
Expert Witness Testimony	\$ 285.00/Hr.
Hydraulics and Hydrology Expert	\$ 180.00/Hr.
Project Landscape Architect & L.A. Principal in Charge	\$ 200.00/Hr.
Landscape Designer & L.A. Project Manager	\$ 125.00/Hr.
Landscape Designer / CADD	\$ 75.00/Hr.

Pacheco Koch Consulting Engineers, Inc.



Christopher M. Jones, P.E., DBIA
Senior Associate Principal

Date: January 24, 2011

110638

March 9, 2011

WHEREAS, it is necessary to hire a firm to provide for a conceptual planning study for parking and traffic circulation at Winfrey Point and along East Lawther Drive at White Rock Lake Park located at 8300 Garland Road, and the firm of Pacheco Koch Consulting Engineers, Inc. has presented a proposal dated January 24, 2011 to provide these services for a fee not to exceed \$100,330.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager be authorized to enter into a professional services contract with Pacheco Koch Consulting Engineers, Inc. for a conceptual planning study for parking and traffic circulation at Winfrey Point and along East Lawther Drive at White Rock Lake Park, in an amount not to exceed \$100,330.

SECTION 2. That the President of the Park and Recreation Board and the City Manager be authorized to execute a contract with Pacheco Koch Consulting Engineers, Inc., after approval as to form by the City Attorney's Office.

SECTION 3. That the City Controller is hereby authorized to pay the amount of \$100,330 to Pacheco Koch Consulting Engineers, Inc. from (2006) Park and Recreation Facilities Improvement Fund, Fund 9T00, Department PKR, Unit T005, Object 3070, Activity DABS, Program PK06T005.1, CT-PKR10019237, Commodity 92500, Vendor 342980.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

MAR - 9 2011


City Secretary

MAR 15 2011