

## **EXHIBIT “A-1”**

### **SCOPE OF SERVICES & COMPENSATION**

The Professional Services provided under this Amendment No. 2 shall include the following:

#### **On-Site Observation of The State Highway 360 Utility Relocations**

We understand TxDOT has requested the State Highway 360 project Developer and to contract with a construction contractor to construct the Relocate Various Utilities for the State Highway 360 Improvements project. KCI Technologies is the design engineer for the State Highway 360 Utility Relocation project. The City of Grand Prairie has an agreement to provide on-site observation during construction. The scope of services proposed in the contract amendment is exclusively for the City of Grand Prairie and does not create a contractual relationship between Birkhoff, Hendricks & Carter, L.L.P. (BHC) and any other entity. All direction to BHC shall be from the City of Grand Prairie.

The On-Site Observer will provide the following services:

1. Provide On-site representation, record drawing coordination with Contractor, coordination of on-site materials testing, coordination of technical assistance with BHC and the City of Grand Prairie and coordinating troubleshooting with the construction contractor.
2. The On-site Observer will coordinate with the City of Grand Prairie to arrange for any testing of the work as required by the City of Grand Prairie but shall not be responsible for scheduling tests or performing tests.
3. The On-site Observer will not have the authority to approve any changes in the work. The On-site Observer will inform BHC and the City of Grand Prairie of any proposed changes to the work. All pay requests, change order requests and requests for information shall be communicated to BHC and the City of Grand Prairie through the On-site Observer. All changes to the work shall only be authorized by the City of Grand Prairie.
4. Be the primary point of contact at the project site for communications to and from the contractor.
5. Provide a daily log of observations and pictures that will be maintained by BHC and electronic copies shall be provided to the City of Grand Prairie’s designated representative once a week.
6. Monitor the Contractor’s actual progress relative to his planned construction schedule and report slippage to the BHC.
7. Meet with BHC and the City of Grand Prairie for project coordination purposes as required.
8. Provide field observation for general conformance of the construction contractor’s work with plans and specifications and notify the construction contractor, BHC and the City of Grand Prairie of any observed nonconforming work and monitor progress of the construction contractor’s corrective actions. Neither BHC nor the On-site observer are guarantors of construction being performed in conformance with the plans and specifications.
9. Monitor preparation of record drawings by construction contractor including buried piping located during the project. Maintain records of modifications and document changes in project.

10. Provide field observation of and assist with coordination of the substantial and final completion activities. Jointly with the OWNER, Design Engineer, City of Grand Prairie and the construction contractor, participate in walk through of the project at substantial completion and final completion; assist in preparation of the punch list of incomplete work for the construction contractor; recommend to the BHC the substantial completion and final completion dates.
11. The City of Grand Prairie shall provide Onsite Observation with City of Grand Prairie staff for any weekend work the Contractor is allowed to perform or authorize BHC to provide on-site observation during those times.
12. Work in excess of 40-hours per week shall be considered overtime work and shall be compensated at the overtime rate.

BHC will provide the following services related to On-site Observation:

1. Receive a daily log of observations and pictures from the On-site Observer and maintain electronic copies for the duration of the project. The daily logs of observations and pictures and other construction records shall be posted once a week on a FTP site accessible to the City of Grand Prairie.
2. Review and comment on shop drawing submittals.
3. Meet with the City of Grand Prairie and On-site Observer for project coordination purposes as required.
4. Assist in preparation of the punch list of incomplete work to the construction contractor and communicate to the City of Grand Prairie the substantial completion and final completion dates as recommended by the On-site Observer.

Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Environmental impact statements and assessments and Categorical Exclusions.
- B. Certification that work is in accordance with plans and specifications.
- C. Trench safety designs or implementation.
- D. Traffic Control designs or implementation.
- E. On-site safety precautions, programs and responsibility.
- F. Quality control and testing services during construction.
- G. Texas Department of Transportation design or coordination.
- H. Southgate Constructors design or coordination.
- I. Phasing of Contractor's work.
- J. Preparation of any Storm Water Prevention Pollution Plan (SW3P) or related documents.

**The Professional Services included under this Agreement shall be compensated as follows:**

The budget amount for the On-site Observer is based on an average of five (5) days a week at 8 hours per day or 40 hours per week at the normal rate of \$94.00 per hour plus four (4) days at 8 hours per day of overtime at the overtime rate of \$141.00 per hour. The budget amount for the On-site Observer also includes a total of 16 hours for attending various meetings at the normal rate of \$94.00 per hour. The budget amount for the Engineer is based on an average of 6 hours per week at a rate of \$214.00 per hour plus 16 hours for attending various meetings. The total amount of time included in this amendment is based on an estimated construction time of fourteen (14) weeks. Miscellaneous expenses shall be compensated based on actual invoice cost times 1.15 and mileage shall be compensated based on \$0.60 per mile.

The **revised** total recommended budget for this agreement is as follows:

On-site Observer Normal Time:	<b>700 hours @ \$94/hr. = \$ 65,800</b>	<b>Increased \$11,686</b>
On-site Observer Overtime:	<b>124 hours @ \$141/hr. = \$ 17,484</b>	<b>Increased \$12,972</b>
Engineers Time:	<b>120 hours @ \$214/hr. = \$ 25,680</b>	<b>Increased \$ 3,180</b>
Miscellaneous Expenses:	<b>= \$ 804</b>	<b>No Change</b>
<b>TOTAL BUDGET AMOUNT</b>		<b>= \$109,768 Increased \$27,838</b>

The scope is based on drawings and preliminary construction schedules provided by KCI Technologies for the State Highway 360 Utility Relocations project. The time of completion is based on May 31, 2018 as provided in Amendment No. 1.