



Lim & ASSOCIATES, inc.

engineering & surveying consultants

TBPE Firm F-3232 • TBPLS Firm 10123600

1112 N. Zang Boulevard, Suite 200, Dallas, Texas 75203 -1310

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Civil Engineering
Municipal Engineering
Site Development
Land Surveying

October 27, 2023

- FOUR PAGES -

Katie Barron, PE, ENV-SP
City Engineer
CITY OF UNIVERSITY PARK
4420 Worcola Street
Dallas, TX 75206

RE: ON-CALL LAND SURVEYING SERVICES AND GENERAL DESIGN WORK
- Proposal

Hello Katie:

Lim & Associates is pleased to submit to you our proposal to provide professional civil engineering and land surveying services for the referenced project.

Based upon our discussion, my understanding of the scope of services are as follows:

BASIC SERVICES

LAND SURVEYING

1. Perform Boundary and Topographic Surveying services for projects involving paving, drainage, water and sanitary sewer installation on an as-needed basis.
2. Generate Survey basemap and generate profiles along street or alley centerline, if needed.
3. Review existing profiles and provide recommendations to ensure positive drainage.
4. Perform deed or plat research to assist with property boundary reconstruction.
5. Perform construction staking services as needed.
6. Prepare Easement acquisition documents (field notes and metes & bounds description) on an as-needed basis.
7. Coordinate with City Engineer, site Superintendent, Inspector and Contractor as needed.

FEE

As the above scope of work are not yet defined, we propose to perform the basic services outlined on an **hourly basis with a not to exceed amount of \$75,000.00**. See Attachment A for the schedule of charges with our hourly rate, etc..

PROJECT SCHEDULE

Upon the confirmation of the scope of work, we will be working closely with you to determine the mutually acceptable completion / delivery schedule.

Katie Barron, PE, ENV-SP

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I greatly appreciate the opportunity to present this proposal to assist you and your department and look forward to a successful completion.

Thank you.

Sincerely,

LIM & ASSOCIATES, INC.



Daniel S. Lim, P.E., RPLS, CFM
President

Enc. Attachment "A" – Schedule of Charges
Attachment "B" – Terms and Conditions

APPROVAL:

CITY OF UNIVERSITY PARK

Signature: _____

Name: Katie Barron, PE, ENV-SP

Title: City Engineer

Date: 10/27/2023

LIM & ASSOCIATES, INC.
1112 N. Zang Blvd., Suite 200
Dallas, Texas 75202
Tel. (214) 942-1888 * Fax (214) 942-9881

ATTACHMENT "A"

SCHEDULE OF CHARGES

DIRECT REIMBURSABLE EXPENSES

Plotting/Printing (24" by 36")

Bond Paper \$10.00 per sheet
Mylar \$20.00 per sheet

Plotting/Printing (11" by 17")

Blacklines \$1.00 per sheet

Travel (meeting/site visit)

\$0.50 per mile

Normal Delivery/Courier

FEDEX \$80 per occurrence
Courier \$30 per occurrence (within 10 miles)
Courier \$40 per occurrence (11-20 miles)
Courier \$50 per occurrence (21-30 miles)
Courier \$60 per occurrence (31-40 miles)
Office personnel delivery (billed at our hourly rate)

All direct expenses are reimbursed at actual cost times multiplier of 1.10. They include printing and reproduction expense, communication expense, travel, transportation and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members

HOURLY RATE

\$ /HR

PRINCIPAL	180
PROJECT MANAGER / PE / RPLS	150
DESIGN ENGINEER	120
TECHNICIAN / CADD OPERATOR	90
SECRETARIAL	70
2-MAN SURVEY CREW	150 (min. 4 hour billed per field visit)

ATTACHMENT “B”

Terms and Conditions

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of particular task or on a monthly basis. **Invoices shall be payable upon your receipt** unless otherwise stated in the proposal. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

DELETED.

Certifications:

Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed two hundred and fifty thousand dollars (\$250,000). Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.