

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (“Agreement”) is made by and between the City of Allen, Texas, (hereinafter called “City”), and Halff Associates, Inc., (hereinafter called “Professional”);

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in professional engineering services for the design, preparation of construction plans along with Construction Administration for the replacement and installation of sanitary sewer and water mains in the eastern portion of the Hillside Village neighborhood in Allen, Texas.

**WHEREAS**, the Professional desires to render professional services for the City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or materials prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II**  
**Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services outlined in Exhibit “A.”

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

### **Article III Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the following projected schedule.

	Days from Notice to Proceed
Notice to Proceed	November 1, 2016
Complete Survey and Data Collection	December 6, 2016
60% Design Plan Submittal	January 24, 2017
Receive Comments from City	February 21, 2017
90% Design Plan and Specification Submittal	March 28, 2017
Receive Comments from City	April 18, 2017
Final Documents to City	May 9, 2017
Advertise Project	June 1, 2017
Bid Opening	June 28, 2017
Award Contract	July 11, 2017
Construction	July 27, 2017
Construction Complete (Anticipated Based on Contractor's Bid)	June 27, 2018

The City requires that the Design Phase of the Scope of Service outlined above be completed within One Hundred Eighty-Nine (189) calendar days of the signing of the contract. Three weeks for each review is included in the overall completion time. Construction Administration Services will continue for the duration of the Construction Contracts.

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services and outlined below, not to exceed a total amount of Four Hundred Twenty-Nine Thousand and Six Hundred Dollars (\$ 429,600.00).

A. BASIC SERVICES:

1.	SURVEY SERVICES FOR DESIGN .....	\$96,000.00
2.	PRELIMINARY 60% DESIGN.....	\$176,000.00
3.	PRELIMINARY 90% DESIGN.....	\$76,000.00
4.	FINAL DESIGN .....	\$26,000.00
4.	BIDDING PHASE .....	\$18,000.00
5.	CONSTRUCTION PHASE .....	\$22,000.00

B. ADDITIONAL SERVICES:

1.	CHAPARRAL ROAD REPAIR DESIGN.....	\$15,600.00
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TOTAL SERVICES:..... \$429,600.00

4.2 Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.3 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

**Article V**  
**Notice to Proceed**

Professional shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Professional prior to Professional's receipt of a written Notice to Proceed from City shall be entirely at Professional's own risk. Work performed and expenses incurred after Professional has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

## **Article VI Suspension of Work**

City shall have the right to immediately suspend work by Professional if City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Contractor has taken satisfactory corrective action.

## **Article VII Devotion of Time; Personnel; and Equipment**

7.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

7.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

7.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

7.4 The Professional shall submit monthly progress reports and attend progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VIII Miscellaneous**

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

8.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

8.6 Severability. In the event any one or more of the provisions contained in this Agreement 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

8.8 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

8.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Peter H. Vargas  
City Manager  
City of Allen, Texas  
3<sup>rd</sup> Floor, Allen City Hall  
305 Century Parkway  
Allen, Texas 75013

With a copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Ross Tower  
500 N. Akard Street  
Dallas, Texas 75201

If intended for Professional:

Attn: Pat Acker, P.E., RPLS  
Vice President  
Halff Associates, Inc.  
12225 Greenville Ave., Suite 200  
Dallas, Texas 75243-9362

With a copy to:

#### 8.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except

for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

8.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

*[Signature Page to Follow]*



**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Peter H. Vargas, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Shelley B. George, City Secretary

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**HALFF ASSOCIATES, INC.**

By: \_\_\_\_\_  
Name: Pat Acker, P.E, RPLS  
Title: Vice President

**EXHIBIT “A”**  
**Scope of Services**  
**(to be attached)**

**EXHIBIT A**  
**SCOPE OF SERVICES 9/29/2016**

**A. BASIC SERVICES**

1. GENERAL PROJECT DESCRIPTION

The project is generally located in the eastern portion of the Hillside Village neighborhood, Allen Texas. The project is generally bounded by Main Street, S. the west Parkway of Fountain Gate Drive and Park Place Drive to the North, East and South respectively. The western limit is Hill Haven from Park Place to Roaming Road and Grassy Glen north of Roaming Road. The general scope for the project is to provide survey and engineering design services for up to 15,100 Linear Feet of 8-inch diameter and under sanitary sewer collector main and up to 17,700 Linear Feet of 8-inch diameter and under water distribution main, and associated appurtenances.

The sanitary sewer mains are to be replaced in place by open cut construction. The existing main is typically located beneath the centerline of the asphalt and concrete paved roadways with the exception of S. Fountain Place Dr. where the sanitary sewer is located in the west parkway. The sanitary sewer main in Park Place Drive will remain in place with no modifications except the sanitary main in Hill Haven Dr., will be replaced, its connection to Park Place Dr. plugged and the main in Hill Haven will be extended to connect to the existing sanitary sewer main in Hill Haven Dr. south of Park Place Dr.

The water mains are located in the parkway typically on the north or east side of the streets. The existing AC water main will be abandoned in place. The new water main will be installed on the opposite side of the street in the existing parkway. The water mains in S Fountain Place Dr. and Park Place Dr. are not scheduled for replacement with this contract. The water main in Hill Haven Dr. South of Park Place Dr. is not scheduled for replacement.

See attachment 1 for project Limits and mains to be replaced.

2. SURVEY SERVICES FOR DESIGN

Provide detailed topographic survey for project with control. This will include horizontal and vertical location of right-of-way, easements, existing above ground features and visible utility appurtenances throughout the project area including, but not limited to the following:

- a) Establishment of a control network utilizing GPS and City of Allen published datum. Unless otherwise required, horizontal datum will be NAD 83 and NAVD 88 for vertical datum.
- b) Establishment of vertical control benchmarks within the project limits on existing permanent structures (minimum of 2).
- c) Identify properties by address and/or business name.
- d) Tie existing monuments for right-of-way lines, property lines and corners.
- e) Locate and tie existing pavement.
- f) Tie fences as needed and other above ground ancillary features.

- g) Tie all water appurtenances such as water valves, water meters and fire hydrants.
- h) Tie all sanitary sewer appurtenances such as cleanouts and manholes.
- i) Tie drainage structures, channels, swales, ponds and creeks.
- j) Contact utility companies or Texas 811 to request locates of all utilities within the project limits. Franchise utility location graphical representations will be required on all plan submittals to the City that show survey information.
- k) Complete a tree survey by a licensed arborist, tying all trees 4-inches in diameter and larger.
- l) Gather topographic points a minimum of every 50-feet along existing streets including but not limited to top of pavement at centerline, top of curb, curb returns and storm drain inlets.

### 3. PRELIMINARY DESIGN (60% AND 90% DESIGN)

Preparation and submittal of preliminary (60%) construction drawings and an opinion of probable construction cost. An exact number of plan sets shall be determined by the City project manager prior to submittal. Preliminary design services shall include the following:

- a) Gather right-of-way documents to determine right-of way including City plats, Collin County plats and individual property deeds.
- b) Determine right-of-way acquisitions and easements that will be required within the project limits, if any.
- c) Acquire and review as-built or record drawings as well as other pertinent data and information for the project from the City.
- d) Attend meetings with the City of Allen as necessary to facilitate design.
- e) Review existing paving, utility and drainage plans.
- f) Establish preliminary horizontal and vertical centerline alignments of proposed water and sanitary sewer lines.
- g) Show major features on drawings sheets including, but not limited to all items outlined in the "Survey Services for Design."
- h) Show known utility crossings and nearby adjacent utilities, and other topographic features such as light standards, power poles, air release valves, and manholes as identified from field surveys and information provided by utility companies and the City's record drawings.
- i) Identify which utilities must be protected or relocated.
- j) Review CCTV inspection on sanitary sewer mains provided by the City of Allen.
- k) Identify and show areas where asphalt paving will be replaced around storm drain inlets and deteriorated curb sections will be replaced.
- l) Provide erosion control plans.
- m) Provide sanitary sewer plan and profile sheets, water line plan sheets and water line plan and profile for lines over 8-inches in diameter.
- n) Provide traffic control drawings using the requirements of the City of Allen, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

- o) Produce a cover sheet, location map, sheet index, project control sheet and special detail sheets for the project.
- p) Prepare a preliminary opinion of probable construction costs.
- q) Submit five (5) 11"x17" copies of (60%) plan set to the City of Allen for review and comment. Provide a PDF digital copy of the preliminary drawings so that the City can send it to local utility companies and obtain information regarding impacts to franchise facilities.
- r) Revise preliminary (60%) drawings incorporating comments from the City of Allen. Submit five (5) 11"x17" copies of revised (90%) plan set to the City of Allen for review and comment.
- s) Prepare an opinion of probable construction costs based on 90% plans.

4. **FINAL DESIGN –**

Final design services shall include the following:

- a) Revise 90% drawings incorporating comments from the City of Allen.
- b) Prepare final plan and profile sheets.
- c) Finalize construction sequencing and traffic control.
- d) Incorporate comments from the utility companies pertaining to the location of existing facilities. Attend a utility coordination meeting among all impacted utilities at the City, if requested.
- e) Design appurtenances such as special details to incorporate into the project design.
- f) Coordinate with the City of Allen to finalize technical specifications Special Conditions section.
- g) Attend meetings with the City of Allen and utility companies as necessary to facilitate final design.
- h) Complete quantity takeoffs and prepare a final opinion of probable cost based on final plans.
- i) Prepare final bid documents including bid proposal forms, construction plans, special technical specifications, and City provided standard specifications, contract documents and details. Furnish ten (10) sets of half-size (11"x17") prints of the final drawings and six (6) sets of technical specifications to the City.

**B. ADDITIONAL SERVICES**

The following services will be performed as additional services if required by the project and authorized in writing by the City.

1. **CHAPARRAL RD REPAIR BETWEEN JUPITER RD & EMERALD COAST DR**

General Task Description - The sag inlet and pavement in the westbound outer lane above the existing pre-cast double barrel culvert has settled and shifted toward the open creek. Surface drainage overtopping the sag inlet has eroded the slope around and behind the inlet box down to the culvert headwall. A large crack in the inlet box has caused a significant gap to form between the inlet side and back walls.

There is breakdown in all three lanes of the pavement in front of the inlet and above the culvert indicative of deterioration or loss of base. There is a more significant pavement breakdown approximately 20 feet to the west believed to be above a storm drain pipe connection to the west wall of the culvert. The deterioration and loss of base is likely due in part to the separation of storm drain pipe joints or its connection to the culvert. The instability from the loss of support behind the sag inlet and loss of base below the pavement are most likely the cause of the problems observed. In addition there is minor stream bed and bank erosion between the culvert headwall and a sanitary sewer main crossing the creek upstream of the culvert. The existing main has a concrete cap visible in the bed of the creek.

Task Services - Provide survey and design services to for the full-depth removal and replacement of approximately 500 square yards of concrete pavement and base, replacement of a existing recessed inlet and pipe connection, replacement of approximately 20 feet of existing storm drain pipe and connection, sealing of storm drain, culvert joints and culvert lift holes if necessary, replacement of the earthen slope between the street and culvert headwall, placement of slope protection, and bed and bank stabilization between the street and the sanitary sewer crossing. The survey and design services shall be in conformance with and performed in conjunction with the basic services described previously. The survey and design services for this task are to facilitate the following:

- a. Remove and replace all three lanes of concrete pavement from the inlet curb return joint to approximately 50 feet west, including full-depth repair of the base.
- b. Remove and replace (or reset and reseal) the storm drain pipe and connection to the west culvert wall.
- c. Seal culvert joints on top and inside where necessary
- d. Remove existing sag inlet and repair opening in top of box culvert
- e. Rebuild the earthen slope behind the sag inlet between the pavement curb and culvert headwall.
- f. Repair bank erosion over existing sanitary sewer pipe on the east bank of the creek.
- g. Install slope protection on the new slope including flume to replace the existing sag inlet, and flume in the east bank over the existing sanitary sewer pipe, stabilization of the creek bed between the headwall and existing concrete cap over the sanitary sewer main and provide a “toe down” bed stabilization on the upstream side of the existing concrete cap.

City forces are to perform and provide CCTV of the storm drain connections to the inlets and inspection of the precast culverts including the culvert joints, connections and lift holes. The scope of work for this task includes review of the data provided by the City’s inspection of the storm drain pipe joints, culvert joints, and connections to the culvert to determine the amount of repair needed.

## **C. BID AND CONSTRUCTION PHASE SERVICES**

Bid Phase services shall include the following:

### **1. BIDDING PHASE –**

The following services will be performed upon completion of the design services and approval of final drawings and specifications by the City:

- a) Assist City in advertising and securing bids. Halff will prepare a Notice to Bidders for the City's use in advertising the projects.
- b) Sell bid documents to potential bidders, suppliers and other parties, keeping a record of all plan holders.
- c) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders as necessary.
- d) Assist the City in conducting a pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
- e) Assist City in tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder, and second low bidder is needed to determine if, based on the information available, they appear to be qualified to perform the work requested. Provide a Letter of Recommendation of Award to the City for the lowest bidder meeting all qualifications.
- f) Assist City in the preparation of Conformed Construction Contract Documents. Provide to the City seven (7) sets of Conformed Construction Contract Documents which include information from the low bidder bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor.
- g) Furnish ten (10) sets of half-size (11"x17") prints of the final drawings and three (3) sets of technical specifications to the City for construction use by the City and Contractor.
- h) Provide one set of PDF digital documents to the City.

### **2. CONSTRUCTION ADMINISTRATION PHASE –**

The following services will be performed upon completion of the bid or negotiation phase services:

- a) Assist City in conducting pre construction conference(s) with the Contractor(s) and review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract.
- b) Attend one (1) Public Meeting, organized and hosted by the City of Allen.
- c) Attend up to (10) site meetings, one per month, organized and hosted by the contractor.
- d) Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all

submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the project. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

- e) Interpret the drawings and specifications for City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- f) Process contract modifications and determine the cost and time impacts of these changes.
- g) Prepare documentation for contract modifications required to implement modifications in the design of the project.
- h) Visit the project site and conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.
- i) Revise the construction drawings in accordance with the information furnished by construction Contractor(s) and City reflecting changes in the Project made during construction.
- j) Prepare one set of full-size mylar reproducible record drawings and one set of half-size (11"x17") drawings for the City of Allen. Submit reproducible record drawings (mylars), half-size drawings, a compact disk with the design files in .DWG and .TIFF format, and original bid documents in Microsoft Word-compatible format to the City of Allen. All construction drawings will be prepared utilizing AutoCAD compatible file structure.

#### **D. 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:

- 1. Providing an on-site representative during construction activities.
- 2. Boundary surveying for right of way or easement acquisition.
- 3. Pavement Section Design
- 4. Roadway Plan and Profile Design (except as may be required for Chaparral Task)
- 5. Sidewalk Plan and Profile Design.
- 6. Texas Accessibility Standards (TAS) Texas Department of Licensing Regulation (TDLR) review submittal and inspection.
- 7. Environmental permits, impact statements, and assessments.
- 8. Fees for permits or advertising.
- 9. Certification that work is in accordance with drawings and specifications.
- 10. Environmental cleanup.
- 11. Landscape architecture.



12. Flood plain reclamation plans.
13. Trench safety designs.
14. Quality control and testing services during construction.
15. Services in connection with condemnation hearings.
16. Preliminary engineering report.
17. On-site safety precautions, programs and responsibility. Scheduling of Contractor's work.
18. Consulting services by others not included in proposal.
19. Traffic engineering report or study.
20. Preparation of hydrologic or hydraulic studies (or FEMA submittals). Computer modeling except as defined in the scope of services.
21. Supervision of the Contractor's operation and employees.
22. Determination of the means, methods, techniques, sequences or procedures of construction selected by the Contractor
23. Any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor.
24. Halff shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
25. Revisions and/or change orders as a result of revisions after completion of original final design (unless to correct an error or ambiguity on the plans).

