

STATE OF TEXAS           §  
   §  
COUNTY OF COLLIN   §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and **Teague Nall and Perkins, Inc.**, a           Corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**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 the **Design for 24-inch Potable Water Line from Allen Commerce Drive to Ridgeview Drive** (the “Project”) on the terms and conditions set forth in this Agreement; and

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

**NOW THEREFORE**, in consideration of 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 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. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 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 standard of care applicable by law to the services performed hereunder.

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

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

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

### **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. 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 charges for such service, reimbursable expenses, 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. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of “AS BUILT” drawings, or record drawings, as applicable.

4.2 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.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

## **Article V**

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

5.1 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.

5.2 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 obtain written 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 otherwise provided herein.

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

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently 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 VI Miscellaneous**

6.1 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.

6.2 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.

6.3 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.

6.4 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.

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

6.6 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.

6.7 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.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, 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 or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Eric Ellwanger  
City Manager  
City of Allen, Texas  
3rd Floor, Allen City Hall  
305 Century Parkway  
Allen, Texas 75013  
214.509.4110 - telephone  
214.509.4118 - fax

With a copy to:

Peter G. Smith  
City Attorney  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
214.965.9900 – telephone  
214.965.0010 - fax

If intended for Professional:

Attn: Michael G. DeMotte, P.E.  
Director of Engineering Services – Allen Office  
Teague Nall & Perkins, Inc.  
825 Watters Creek Blvd., Suite M300  
Allen, Texas 75013  
214.461.9867 - telephone  
817.422.0724 - fax

6.10 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 including the property of the City, its officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired 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 \$1,000,000.00 combined single limit for bodily injury, death 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 \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide 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; (2) 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. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (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. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

#### 6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any

federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

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.

6.13 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.

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

6.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

*(Signature Page to Follow)*



**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF ALLEN, TEXAS**


By: \_\_\_\_\_  
Eric Ellwanger, City Manager

**ATTEST:**

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TEAGUE NALL AND PERKINS, INC.**

By:  \_\_\_\_\_  
Name: Michael G. DeMotte, P.E.  
Title: Director of Engineering Services

## EXHIBIT “A” SCOPE OF SERVICES

The Professional understands that the City desires to install a 24-inch potable water line in order to serve anticipated development near the southwest corner of the intersection of State Highway 75 (SH75) (Central Expressway) and State Highway 121 (SH121) (Sam Rayburn Tollway). The City’s master planning consultant has performed hydraulic modeling and determined that a 24-inch line is necessary to serve build out conditions. The City desires to connect to an existing 24-inch line located in the right-of-way of south-bound SH75 and terminate the line within the Ridgeview Drive right-of-way south of the proposed area of development. The Professional has completed an alignment study and the City has selected an alignment for design. The alignment will consist of approximately 6,860 linear feet of 24-inch water line running west along Allen-Commerce Drive from the point of connection at the SH75 access road, within the northern-most west-bound lane, then turning north at Chelsea Boulevard and running within the east parkway between the back of curb and right-of-way (ROW) line to Ridgeview Drive, then turning east and running along the south parkway of the proposed extension of Ridgeview Drive (currently under design by others), to a point approximately adjacent to the northwest property corner of the Ridgeview Memorial Park.

In addition, the City desires to install approximately 1,960 linear feet of a 12-inch potable water line within the future Ridgeview Drive ROW between the termination of the 24-inch potable water line described above and the existing 12-inch potable water line located within the SH75 ROW at the Ridgeview Drive interchange.

**A. Basic Services.** As part of the Alignment Study, the Professional will perform the following:

1. Topographic and boundary surveying (lump sum)
  - a. Perform a Topographic Design Survey of the project area identifying the topography (1 foot contours), visible features and above ground improvements including fences, driveways, sidewalks, culverts, paved areas, visible utilities, trees greater than 6” in diameter at chest height, landscaped areas and other pertinent features within the project area as necessary for engineering design. Heavily wooded areas and tree lines will be surveyed around the perimeter and labeled accordingly. Survey information provided by TNP will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} and NAVD88, as derived locally from Western Data Systems Continuously Operating Reference Stations via real time kinematic survey methods. A minimum of two benchmarks will be established at strategic locations around the project area for use during the design and construction phases of the project. The limits of survey will extend generally from the back of curb of the street opposite the side of the proposed water line, to the apparent ROW line/fence on the water line side of the street. Roadway cross sections on Allen Commerce Drive will be provided at 50’ intervals, and pavement joints will be located as necessary for design.

- b. Perform ROW verification and boundary determination including a thorough investigation of boundary markers/corners of the adjoining properties. Title research and deeds obtained of the project limits and the adjoining property owners will be conducted and a final property/ROW base will be prepared by a Registered Professional Land Surveyor for incorporation into the topographic survey.
  - c. Provide a Base Map with TIN depicting the results of the Topographic Design Survey and Property Survey in AutoCAD format for in-house design.
2. Design phase services (lump sum)
- a. Attend a scoping kickoff meeting with City staff to discuss and coordinate the various aspects of the project and discuss the anticipated project schedule.
  - b. Request and review record drawings/plans for existing City of Allen water lines.
  - c. Request and review plans, including CAD files, for Ridgeview Drive extension currently under design by others, in order to establish alignment of proposed water lines in southern parkway.
  - d. Incorporating topographic and boundary survey information, prepare base file in AutoCAD. Incorporate Subsurface Utility Engineering (SUE) Level B/C/D obtained during the Alignment Study into base file.
  - e. Prepare schematic design of widened section of Chelsea Boulevard south of Ridgeview Drive in order to establish alignment of proposed water line in eastern parkway, including horizontal and vertical alignment, while accounting for future improvements to be made as part of the future buildout of Chelsea Boulevard.
  - f. Coordinate with consulting engineer designing extension of Ridgeview Drive regarding proposed 24-inch and 12-inch water line alignments. Request CAD files for paving and utility linework from said consulting engineer to incorporate into Professional's base files. Coordinate to avoid conflicts between proposed 24-inch and 12-inch water lines and proposed improvements that are part of the Ridgeview Drive extension project, including paving, storm sewer, sanitary sewer, etc.
  - g. Prepare preliminary (60%) construction plans for the project. Proposed water line plan sheets will be provided at 1:20 scale indicating line size and location, bore locations, connections to existing distribution lines, valve locations and the locations of other appurtenances associated with the proposed water lines, air and vacuum valves, fire hydrants, and all pertinent information needed to construct the project.
  - h. Generally, preliminary engineering plan sheets will be organized as follows:
    - i. Cover Sheet
    - ii. General Notes Sheet
    - iii. Horizontal and Vertical Control Sheets
    - iv. SUE Sheets
    - v. Water Line Plan and Profile Sheets
    - vi. Construction Details Sheets

- i. Prepare a preliminary opinion of probable construction cost (OPCC).
- j. Conduct internal Quality Control (QC) review of preliminary plans and OPCC.
- k. Revise preliminary plans and OPCC as necessary to address QC comments.
- l. Submit preliminary plans and OPCC to City. Provide three (3) sets of the preliminary plans to City for review.
- m. Schedule and attend a meeting with City staff to review City comments on preliminary submittal.
- n. Contact and coordinate with TxDOT regarding work within the SH75 ROW.
- o. Incorporating City comments on preliminary plans, prepare 90% plans for project.
- p. Generally, 90% engineering plan sheets will be organized as follows:
  - i. Cover Sheet
  - ii. General Notes Sheet
  - iii. Horizontal and Vertical Control Sheets
  - iv. SUE Sheets
  - v. Erosion Control Sheets
  - vi. Traffic Control Sheets
  - vii. Water Line Plan and Profile Sheets
  - viii. Construction Details Sheets
- q. Submit 90% pay items/bid form to City.
- r. Submit any special technical specifications to City as needed
- s. Prepare a 90% OPCC.
- t. Conduct internal Quality Control (QC) review of 90% plans, special technical specification(s) and OPCC.
- u. Revise 90% plans, special technical specification(s), and OPCC as necessary to address QC comments.
- v. Submit 90% plans, special technical specification(s), and OPCC to City. Provide three (3) sets of the preliminary plans to City for review.
- w. Schedule and attend a meeting with City staff to review City comments on 90% submittal.
- x. Incorporating City comments, prepare final (100%) plans for project.
- y. Generally, final engineering plan sheets will be organized as follows:
  - i. Cover Sheet
  - ii. General Notes Sheet
  - iii. Horizontal and Vertical Control Sheets
  - iv. SUE Sheets
  - v. Erosion Control Sheets
  - vi. Traffic Control Sheets

- vii. Water Line Plan and Profile Sheets
  - viii. Construction Details Sheets
  - z. Prepare final pay items/bid form.
  - aa. Prepare final special technical specification(s), if applicable.
  - bb. Prepare a final OPCC.
  - cc. Obtain boilerplate Project Manual (bid instructions, bid form, contract, bond forms, specifications, etc.) from City and update with project-specific information.
  - dd. Conduct internal Quality Control (QC) review of final plans, specifications, and OPCC.
  - ee. Revise final plans, specifications, and OPCC as necessary to address QC comments.
  - ff. Submit final plans, specifications, and OPCC to City. Provide three (3) sets of the final plans to City.
  - gg. Coordinate with City staff for TxDOT permitting and provide necessary plans and information to support the utility permit. The City will submit the permit application.
3. Bidding phase services (lump sum)
- a. Prepare for and participate in a Pre-Bid Meeting.
  - b. Answer contractor questions/respond to Requests For Information.
  - c. Assist in issuing addenda as required.
  - d. Attend bid opening.
  - e. Review bids for math errors and completeness. Prepare a tabulation of bids and provide to city for Ionwave posting.
  - f. Check references for apparent low bidder.
  - g. Prepare a letter summarizing the bids and making a recommendation of award and submit to City.
4. Construction phase services (hourly)
- a. Assist City in preparing and executing Contract Documents.
  - b. Attend a pre-construction conference with City staff and Contractor.
  - c. Provide additional full-size and half-size sets of plans and additional copies of Project Manual to Contractor and City as requested.
  - d. Provide electronic (CAD) files to Contractor for purposes of establishing control and alignments.
  - e. Provide limited on-site construction observation services. Periodic site visits (or more frequently as directed by City or as becomes necessary due to field conditions) shall be provided during active construction periods in order to observe the progress of the Work. Such visits and observations are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to

confirming general conformance with the plans and specifications. Detailed daily construction inspection will be performed by the City.

- f. Respond to reasonable contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by the City.
- g. Recommend Change Orders to the City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor, as needed.
- h. Review and approve/comment on all submittals submitted by the Contractor. The review will only be for general conformance with the information given in the Contract Documents.
- i. Evaluate and determine acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents.
- j. Upon notice and invitation from the City, perform a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items in the Contract Documents with the exception of items identified on a final punch list.
- k. Participate in a final site visit with the City and contractor to determine if the completed work is generally in accordance with the Contract Documents and punch list so that the Professional can recommend, in writing, final payment to the Contractor.
- l. Upon receipt of comments from the City’s Inspector and the Contractor, prepare Record Drawings. Record Drawings will be revisions to the construction drawings that reflect changes during the construction process reported to the Professional. One (1) set of Record Drawings will be delivered to the City. Provide an electronic file of Record Drawings as PDF’s and an AutoCAD base file of the Project.

## **B. Special Services**

- 1. Subsurface Utility Engineering Quality Level (QL) B/C/D services (lump sum)
  - a. Professional will provide utility information, up to QL-“B”, for the future Ridgeview Drive from Chelsea Blvd to US75.
  - b. Professional will request utility records on all crossing utilities from the City, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-“C” or “D”) will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
  - c. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods,

Professional will search for detectible indications of the location of anticipated subsurface utilities.

- d. Professional will mark all locations that can be validated, using paint, flags or other devices.
  - e. Professional will prepare documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
  - f. Professional will perform Level B/C/D based on ASCE Standard 38-02 and shall include a PDF and 2d CADD file depicting the subsurface utilities designated signed and sealed by a Professional Engineer.
2. Subsurface Utility Engineering Quality Level A services (unit price)
- a. Professional shall provide SUE Quality Level A services to confirm the horizontal and vertical location of utilities to include (10 test holes assumed):
    - i. NTMWD 42" water line
    - ii. Existing City of Allen 24" water line at SH75
    - iii. Several existing franchise utilities crossing proposed 24" water line alignment along Allen Commerce Drive
    - iv. Existing 12" City of Allen water line in Chelsea Boulevard (at proposed tie-in connection)
    - v. Existing 12" City of Allen water line at intersection of Chelsea Boulevard and Ridgeview Drive (at proposed tie-in connection)
    - vi. Electrical duct bank(s) at intersection of Chelsea Boulevard and Allen-Commerce Drive
  - b. Locates will be performed by excavation by air-vacuum or other minimally invasive methods at locations yet to be determined within the project limits in order to identify the exact horizontal & vertical locations of crucial utilities.
  - c. Professional will provide all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
  - d. Professional will coordinate with City, property owner, and/or permitting authorities as needed, permission or rights-of-entry with help from the City.
  - e. Professional will contact the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
  - f. Professional will provide and utilize appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements (if closures or additional traffic control equipment is needed other than signs and cones additional direct expenses will be charged).
  - g. Professional will prepare documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general

orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

3. Protected Species Habitat Assessment (lump sum)

- a. This effort will include coordinating with USFWS and Texas Parks and Wildlife Department (TPWD) to determine the species listed in Collin County, habitat surveys for listed protected species, and a report presenting the findings of the surveys.
- b. Research of available data will determine the listed species and their preferred habitat. Species-specific surveys will not be covered in this scope of services, since they require substantial time throughout particular seasons using specific protocols. Habitat surveys are designed to determine whether the site contains preferred protected species habitat and the likelihood of the presence of that species.
- c. A summary of the results of the survey will be included within the letter report. Specifically, the report will describe the habitats present on the site, the protected species that are listed in Collin County and their preferred habitats, and an evaluation of whether or not this preferred habitat is present on the site.

4. Cultural Resources Desktop Analysis and Coordination (lump sum)

- a. Per the requirements of the Antiquities Code of Texas (ACT), projects with more than 5,000 cubic yards of ground disturbance require review by the Texas Historical Commission (THC). Coordination with the THC will be through the submittal of a desktop analysis, which will provide analysis and information pertaining to:
  - i. Project location and design,
  - ii. Soils;
  - iii. Topography and geology;
  - iv. Known archeological sites, National Register properties and districts, historic-aged buildings and structures, cemeteries, and historical markers within the project area;
  - v. Previously conducted archeological surveys within one mile of the project area;
  - vi. Cultural resources probability assessment;
  - vii. Property ownership through deed chain-of-title research, and
  - viii. Recommendations
- b. As a result of the coordination through this task, THC comment will be obtained that states whether: 1) no further coordination required for the project, 2) a historically significant site is present at the project location, or 3) a cultural resources survey is necessary due to high cultural resources potential. Although not anticipated, if the THC does require a survey, a Cultural Resources Survey will be necessary to receive THC concurrence for project approval.

5. Cultural Resources Survey and Coordination (lump sum) (if required by THC)

- a. Antiquities Permit and Pre-Field Coordination. Once a notice-to-proceed has been acquired, Professional will immediately start the application process to obtain a Texas Antiquities Permit. Before submittal to the THC, the completed permit applications



- will be forwarded to the City for review, and then to the Project Sponsor for signature as landowner and project sponsor. Once the permit has all the necessary signatures, Professional will submit the permit to the THC for approval. Concurrently, Professional will begin coordinating with the City to streamline fieldwork once the permit has been received. Upon issuance of the permit, Professional will begin fieldwork.
- b. Phase I Intensive Pedestrian Survey. Prior to conducting field work, Professional will perform a cultural resources desktop review/archival research of the proposed project area including performing preliminary research into previously recorded archaeological or historical sites and previous cultural resources surveys in or adjacent to the area to determine the potential for encountering significant cultural resources within the project area. The pedestrian survey will consist of a multiple transect scheme that will provide a 100 percent coverage of the project area. During the survey judgmental shovel testing will be conducted within areas that have potential for containing archeological materials. Shovel tests will be excavated to 80 centimeters (cm) or the bottom of culturally sterile deposits, whichever is encountered first. Based on the project area's anticipated dimensions, Professional anticipates that approximately six shovel tests would be excavated during the pedestrian survey. However, shovel tests numbers could vary based on the amount of disturbance, exposed bedrock or culturally sterile soil, ground visibility, and steep slope that are within the project area, or if archeological site(s) are encountered. If an archeological site or standing historic-period structure is encountered within the project area, the cultural site will be assessed according to statewide standards. Once the site has been sufficiently recorded, the data will be processed to determine the site's overall significance and potential eligibility for the National Registry of Historic Places (NRHP).
  - c. Laboratory Analysis and Technical Report. Once the Phase I Pedestrian Survey is complete, Professional will draft a technical report containing the project description, background information, methodology used, results of field investigations, and a summary with site eligibility recommendations. This document will serve as a stand-alone report that will be submitted to the THC for review under the ACT. Upon acceptance of the report by the THC/State Historic Preservation Officer (SHPO), Professional will print and distribute the appropriate number of final copies of the report in compliance with the terms of the Texas Antiquities Permit. Finally, all artifacts collected, and records generated, will be curated at an appropriate facility.
6. Right-of-Way and/or Easement Exhibits (unit price)
- a. Professional will provide ROW and/or easement exhibits for a fixed unit price of \$1,500 per exhibit as needed and directed by the City. For the purposes of this proposal, two exhibits are assumed.
7. Right-of-Way Services (if desired by the City) (hourly)
- a. Provide Negotiation Right-of-Way Services for the project as directed by the City, which may include:

- i. Analyze preliminary title report to determine potential title problems, propose and inform City of methods to cure title deficiencies. This includes analysis of access easements.
  - ii. Analyze Collin County's Appraisal District information and confirm the City's approved value prior to making an offer for each parcel. Provider shall attempt to obtain the easements through donation prior to discussing approved monetary offer with the landowners.
  - iii. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
  - iv. Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by the City on applicable City forms.
  - v. The written offer, appraisal report and required brochures must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
  - vi. Make at least four (4) diligent attempts to negotiate with each property owner after which negotiations will be considered exhausted.
  - vii. Prepare a separate negotiator contact report for each parcel, per contact.
  - viii. Copies of working and final file documents may be kept by the Professional. Parcel files of original documentation related to the purchase of the real property or property interests will be maintained.
  - ix. Receive any counteroffers from the property owner. Evaluate all counters and submit and discuss them with the City's Project Manager.
  - x. After concurrence of City Project Manager, prepare final offer letter, and mail the documents of conveyance by CMRRR.
  - xi. Appear and provide Expert Witness testimony as a Provider when requested.
  - xii. Issue Property Owner's Survey to the property owner.
  - xiii. Securing a Right of Entry or Possession and Use Agreement is part of general negotiation Services.
- b. Provide Title and Closing Right-of-Way Services for the project as directed by the City, which may include:
- i. Secure preliminary title commitment or preliminary title search, and 5-year sales data from Title Company that will be providing title insurance. The charges from the Title Company for the preliminary title commitments will be paid for by the City.
  - ii. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions.
  - iii. Secure title insurance for all parcels acquired, insuring acceptable title to the City. Written approval by the City required for any exception.
  - iv. The curative services necessary to provide clear title to the City is the responsibility of the Provider.

- v. Cost of curative services must be included in the negotiated fee schedule for this service.
  - vi. Curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the City.
  - vii. The Provider has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from City Staff.
  - viii. The Provider provides closing services in conjunction with the Title Company and will be required to attend closings.
  - ix. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees at the exact cost supported by the county courthouse receipts.
  - x. Provider shall cause the recordation all original instruments immediately after closing at the respective County Clerk's Office. The cost of the recording fees and filing fees are paid by City and must not be included in the Provider's negotiated fee schedule.
  - xi. The City shall pay all title company invoices directly which will include fees for title commitments, title policies and all other fees related to the closing with the title company.
8. Tree Removal Permit (hourly)
- a. Prepare tree survey signed and sealed by a certified arborist or registered landscape architect.
  - b. Calculate credits that would be required for project based on standard requirements.
  - c. Prepare Tree Mitigation and Landscape Plan
  - d. Prepare Tree Protection Plan
  - e. Prepare Tree Removal Permit Application and submit to City Forester.
  - f. Address any comments from City Forester and resubmit application.
  - g. It is assumed that any tree removal permitting required along the future Ridgeview Drive ROW will be performed by others (specifically, by the consultant designing that project); as such, tree removal permitting for that segment of the project is not included herein.

**C. Additional Services.** The following services are not included in the Basic or Special Services but may be included as an Additional Service. Additional Services shall be considered additional work and shall be reimbursed at the Professional's standard hourly rates or standard rates for items provided in-house. Standard hourly rates are included in Exhibit "B", attached hereto and incorporated herein for all purposes.

- 1. Preparation of additional hard-copy plan sets for bidding and/or construction;
- 2. Attendance at public hearings;

3. Hydraulic/Hydrologic modeling;
4. FEMA and/or US Army Corps of Engineers permitting;
5. Listed/endangered species permitting beyond that specifically listed above, including any potential redesign effort necessary to avoid habitat discovered during the assessment;
6. Attendance at public hearings;
7. Landscape architecture services beyond those specifically included above;
8. Real Estate Appraisal Right-of-Way Services, which may include:
  - a. Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the Provider's Project Manager.
  - b. Secure written permission from the owner to enter the property from which real estate is to be acquired. The Appraiser, if after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing. Maintain permission letters with appraisal reports.
  - c. Prepare and conduct personal pre-appraisal contact with interest owners for each parcel using acceptable forms.
  - d. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
  - e. For an initial appraisal assignment, prepare appraisal report for each parcel to be acquired utilizing appropriate appraisal forms. These reports shall conform to policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
  - f. For an updated appraisal, prepare appraisal update for the parcel to be acquired utilizing appropriate forms. These reports shall conform to Department policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
  - g. As necessary, prepare written notification to City of any environmental concerns associated with the right of way to be acquired, which could require environmental remediation.
  - h. All completed appraisals will be administratively reviewed and recommended for approval by the City Staff or assigns.
  - i. As an initial and update appraisal are two separate and distinct appraisal assignments, the fees must consider the complexity of each separate assignment as shown in the Appraiser's Fee Schedule.
  - j. Beyond delivery of the appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Appraiser's Fee Schedule.

9. Condemnation Support Right-of-Way Services, which may include:
  - a. With City approval a final offer letter will be mailed by CMRRR if an agreement is not reached or clear title cannot be provided by the property owner.
  - b. Professional will provide the negotiations file with documentation that a bonafide offer has been made to the property owner.
  - c. The negotiator will provide testimony at the commissioners' hearing if requested by the City's attorney.
  - d. Appraiser will update the appraisal report if requested by the City and will provide expert value testimony at the commissioners' hearing.

**D. Compensation.** Payment for the services described above shall be as follows:

**Basic Services**

Topographic and Boundary Surveying (lump sum):	\$ 40,500.00
Design Phase Services (lump sum):	\$ 148,000.00
Bidding Phase Services (lump sum):	\$ 12,000.00
Construction Phase Services (hourly)(estimated):	<u>\$ 15,000.00</u>
<b>Total (estimated):</b>	<b>\$ 215,500.00</b>

**Special Services**

SUE Quality Level B/C/D Services (lump sum):	\$ 9,700.00
SUE Quality Level A Services (unit price) (12 @ \$2,200 each):	\$ 26,400.00
Protected Species Habitat Assessment (lump sum):	\$ 2,500.00
Cultural Resources Desktop Analysis and Coordination (lump sum):	\$ 2,400.00
Cultural Resources Survey and Coordination (lump sum) (if required):	\$ 9,900.00
ROW and/or Easement Exhibits (unit price) (2 @ \$1,500 each):	\$ 3,000.00
ROW Services (hourly)(estimated):	\$ 10,000.00
Tree Removal Permit (lump sum):	<u>\$ 5,500.00</u>
<b>Total (estimated):</b>	<b>\$ 69,400.00</b>

<b>Grand Total, Combined Basic and Special Services (estimated)</b>	<b>\$ 284,900.00</b>
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## EXHIBIT “B”

**Teague Nall and Perkins, Inc.**  
**2019 - 2020 Standard Hourly Rates**  
***Effective January 1, 2019 to December 31, 2020***

<b>Engineering/Landscape Architecture/ROW</b>	<b>Hourly Billing Rate</b>
Principal or Director	\$250
Team Leader	\$230
Senior Project Manager	\$220
Project Manager	\$175
Senior Engineer	\$230
Project Engineer	\$160
Engineer III/IV	\$135
Engineer I/II	\$125
Landscape Architect / Planner	\$160
Landscape Designer	\$120
Senior Designer	\$140
Designer	\$130
Senior CAD Technician	\$125
CAD Technician	\$110
IT Technician	\$170
Clerical	\$80
ROW Manager	\$190
Senior ROW Agent	\$160
ROW Agent	\$125
Relocation Agent	\$160
ROW Admin	\$70
Intern	\$70

<b>Surveying</b>	<b>Hourly Billing Rate</b>
Survey Manager	\$230
Registered Professional Land Surveyor (RPLS)	\$195
Field Coordinator	\$140
S.I.T. or Senior Survey Technician	\$140
Survey Technician	\$110
1-Person Field Crew w/Equipment**	\$145
2-Person Field Crew w/Equipment**	\$175
3-Person Field Crew w/Equipment**	\$200
4-Person Field Crew w/Equipment**	\$220

Flagger	\$50
Abstractor (Property Deed Research)	\$90
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$400
Terrestrial Scanning Equipment & Crew	\$250

<b>Utility Management, Utility Coordination, and SUE</b>	<b>Hourly Billing Rate</b>	
Senior Utility Coordinator	\$165	
Utility Coordinator	\$150	
SUE Project Manager	\$190	
SUE Engineer	\$170	
Field Coordinator	\$140	
Sr. Utility Location Specialist	\$140	
Utility Location Specialist	\$90	
1-Person Designator Crew w/Equipment***	\$145	
2-Person Designator Crew w/Equipment***	\$170	
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$275	(4 hr. min.)
Core Drill (equipment only)	\$750	per day
SUE QL-A Test Hole (0 < 4 ft)	\$1,250	each
SUE QL-A Test Hole (> 4 < 6 ft)	\$1,500	each
SUE QL-A Test Hole (> 6 < 8 ft)	\$1,750	each
SUE QL-A Test Hole (> 8 < 10 ft)	\$2,000	each
SUE QL-A Test Hole (> 10 < 12 ft)	\$2,250	each
SUE QL-A Test Hole (> 12 < 14 ft)	\$2,500	each

<b>Construction Management, Construction Engineering and Inspection (CEI)</b>	<b>Hourly Billing Rate</b>
Construction Inspector II	\$100
Construction Inspector III	\$110
Senior Construction Inspector	\$130
Construction Superintendent	\$180
Senior Project Manager	\$220

**Notes:**

*All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10. All subcontractor and outsourced fees will be billed within the lump sum price.*

*\* Rates shown are for 2019 and 2020 and are subject to change in subsequent years.*

*\*\* Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

*\*\*\* Includes crew labor, vehicle costs, and field supplies.*