

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 Binkley & Barfield, Inc., a Consultant ("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 Windridge No. 1 & No. 2 – Water and Wastewater Rehabilitation Project (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 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.

2.4 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. Any reproductions shall include 24" x 36" blackline 3mil reproducible mylars of the completed drawings plus a compact disc containing all construction plan sheets in a ".dwg" format and a scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution and in electronic format as requested by the City or as required 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, 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.

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:

Peter H. Vargas  
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 Consultant:

**Binkley & Barfield, Inc.**  
Attn: Tony Romo II, P.E.  
1801 Gateway Blvd  
Suite 101  
Richardson, Texas 75080  
972.644.2800 - telephone  
972.644.2817 - 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, 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.

*(Signature Page to Follow)*



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF ALLEN, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

EXECUTED this 30<sup>th</sup> day of October, 2018.

BINKLEY & BARFIELD, INC.

By: T. Romo II P.E.  
Name: TONY ROMO II P.E.  
Title: REGIONAL VICE PRESIDENT

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**(TO BE ATTACHED)**

**ATTACHMENT A**  
**SCOPE OF SERVICES**

The Engineering Services to be provided under this Agreement shall include the following:

Design and preparation of construction plans with construction administration for the replacement 11,975 LF of 6", 8" & 10" sanitary sewer main and 11,600 LF of 6" & 8" water main within Windridge Estates Number 1. Water and sanitary sewer line replacements will be along Hawthorne Drive, Hightrail Drive, Northridge Drive, Cumberland Drive, Oldbridge Drive and Jupiter Road.

Design and preparation of construction plans with construction administration for the replacement 3,765 LF of 6" & 8" sanitary sewer main and 12,095 LF of 6" & 8" water main within Windridge Estates Number 2. Water and sanitary sewer line replacements will be along Hawthorne Drive, Windsor Drive, Fairhaven Drive, Hanover Drive, Ridgemont Drive, Cambridge Drive, Bell Drive, Harrison Drive and Windsor Place.

**A. BASIC SERVICES**

**1. SCHEMATIC DESIGN (30% SUBMITTAL) – WINDRIDGE NO. 1**

Preparation and submittal of Schematic Design plans showing horizontal alignment of proposed water main, horizontal alignment of proposed sanitary sewer main and limits of pavement replacement. Submittal shall include one (1) full size set of plans (22" x 24"), four (4) half size sets of plans (11" x 17") and one (1) electronic copy in Portable Document Format (PDF). The exact number of sets for submittal may be modified as determined by the City project manager prior to submittal. Schematic Design services shall include the following:

- a.) Attend kick off meeting with the City of Allen to discuss project schedule and schematic alignment as necessary to facilitate design.
- b.) Gather right-of-way documents to determine right-of-way including plats and individual property deeds.
- c.) Acquire any additional as-built or record plans for the project area needed for design.
- d.) Develop the project schedule. The schedule will provide milestones for design and specific delivery dates.
- e.) Review existing paving, utility and drainage plans as it relates to the project area.
- f.) Show major features on plans sheets including, but not limited to, all items outlined in the "Survey Services for Design."
- g.) Field verify topographic survey shown in the base map.

- h.) Show known utility crossings, nearby adjacent utilities, and other topographic features as identified from field surveys and information provided by utility companies and the City's record drawings. Identify utilities in conflict with improvements.
- i.) Identify and label all City-owned utilities including the following:
  - i.) Existing water main size, pipe material and date of construction
  - ii.) Existing sanitary sewer main size, pipe material, direction of flow and date of construction
  - iii.) Existing storm sewer main size, pipe material and direction of flow
- j.) Establish horizontal alignments of proposed water mains. Limits for proposed water main replacements shall be as follows:
  - i.) 2,705 LF of 8" water main along Hawthorne Drive
  - ii.) 2,195 LF of 8" water main along Hightrail Drive
  - iii.) 1,820 LF of 8" water main along Northridge Drive
  - iv.) 1,900 LF of 8" water main along Cumberland Drive
  - v.) 2,065 LF of 8" water main along Oldbridge Drive
  - vi.) 970 LF of 8" water main along Bell Drive
- k.) Establish location of proposed fire hydrants based on the maximum spacing requirements per City of Allen's Water & Sewer Design Manual criteria. Location of proposed fire hydrants shall be on the same side of the street as the proposed water main. Proposed fire hydrants shall also be placed at property lines where possible to minimize impacts on parking for residential property owners.
- l.) Determine type of fittings required for connection of proposed water mains to existing water mains.
- m.) Establish horizontal alignments of proposed sanitary sewer mains.
  - i.) 2,645 LF of 8" sanitary sewer main along Hawthorne Drive
  - ii.) 2,085 LF of 8" sanitary sewer main along Hightrail Drive
  - iii.) 1,750 LF of 8" sanitary sewer main along Northridge Drive
  - iv.) 1,830 LF of 8" sanitary sewer main along Cumberland Drive
  - v.) 1,995 LF of 8" sanitary sewer main along Oldbridge Drive
  - vi.) 1,670 LF of 10" sanitary sewer main along Jupiter Road
- n.) Establish location of proposed sanitary sewer manholes based on the City of Allen's Water & Sewer Design Manual criteria.
- o.) Determine limits of driveway replacement and sidewalk replacement required for construction of proposed water mains and proposed sanitary sewer mains. Replacement limits shall be based on horizontal location of proposed mains.

- p.) Determine limits of street replacement required for construction of proposed water mains and proposed sanitary sewer mains.
- q.) Concrete streets may require full panel replacements based on condition of concrete pavement and based on the location of utility trench. Limits of concrete street replacement shall be confirmed by field verification.
- r.) Prepare submittal of Schematic Design including the following:
  - i.) Cover Sheet with Location Map and Sheet Index
  - ii.) Water Main Sheets showing plan view only
  - iii.) Sanitary Sewer Sheets showing plan view only. (Plan view for water main and sanitary sewer main will be combined.)
- s.) Submit schematic design for review and approval.

**2. PRELIMINARY DESIGN (60% SUBMITTAL) – WINDRIDGE NO. 1**

Preparation and submittal of Preliminary construction plans. Submittal shall include one (1) full size set of plans (22" x 24"), four (4) half size sets of plans (11" x 17") and one (1) electronic copy in Portable Document Format (PDF). The exact number of sets for submittal may be modified as determined by the City project manager prior to submittal. Preliminary design services shall include the following:

- a.) Attend review meeting with the City of Allen to discuss schematic design submittal.
- b.) Incorporate City of Allen review comments from meeting.
- c.) Determine type of barrier free ramp needed, draw proposed barrier free ramp in plan view and confirm additional barrier free ramps are not needed at remaining corners of the intersection.
- d.) Determine proposed profile grades for proposed sanitary sewers
- e.) Determine locations of all utilities crossing proposed sanitary sewer. Show elevation of crossing utilities in proposed sanitary sewer profile.
- f.) Analyze all proposed water and sanitary sewer alignments per Texas Commission on Environmental Quality (TCEQ) criteria/requirements.
- g.) Provide Erosion Control Plans consisting of an overall map with contours, plan calls and inlet protection.
- h.) Develop a sequence of construction and/or phasing plan for the proposed project.
- i.) Attend meetings with the City of Allen and franchise utility companies as required to facilitate design.
- j.) Prepare submittal of Preliminary Design including the following:

- i.) All items included in the Schematic Design submittal
  - ii.) General Notes Sheet
  - iii.) Quantity Table
  - iv.) Horizontal and Vertical Control Sheet
  - v.) Sanitary Sewer Profiles
  - vi.) Construction Sequencing with narrative for TCP requirements
  - vii.) Erosion Control Sheet
  - viii.) Standard Details
- k.) Prepare quantity take-offs.
  - l.) Prepare a preliminary estimate of probable construction costs.
  - m.) Submit preliminary construction plans and cost estimate for review and approval.

### **3. PRE-FINAL DESIGN (90% SUBMITTAL) – WINDRIDGE NO. 1**

Preparation and submittal of Pre-Final Construction plans. Submittal shall include one (1) full size set of plans (22" x 24"), four (4) half size sets of plans (11" x 17") and one (1) electron copy in Portable Document Format (PDF). The exact number of sets for submittal may be modified as determined by the City project manager prior to submittal. Pre-Final design services shall include the following:

- a.) Attend review meeting with the City of Allen to discuss preliminary design submittal.
- b.) Incorporate City of Allen review comments from meeting.
- c.) Incorporate comments from the utility companies pertaining to the location of existing facilities.
- d.) Prepare Pre-Final construction plans.
- e.) Finalize water and sanitary sewer replacement design
- f.) Finalize construction sequencing and traffic control notes.
- g.) Attend meetings with the City of Allen, TxDOT and utility companies as necessary to facilitate final design.
- h.) Complete quantity take-offs and prepare an estimate of probable cost based on Pre-Final plans.
- i.) Prepare Pre-Final bid documents, including bid proposal forms and construction plans.
- j.) Submit Pre-Final construction plans, bid documents and cost estimate for review and approval.

**4. FINAL DESIGN (100% SUBMITTAL) – WINDRIDGE NO. 1**

Preparation and submittal of Final Construction plans. Submittal shall include one (1) full size set of plans (22" x 24"), four (4) half size sets of plans (11" x 17") and one (1) electron copy in Portable Document File (PDF). The exact number of sets for submittal may be modified as determined by the City project manager prior to submittal. Final design services shall include the following:

- a.) Attend review meeting with the City of Allen to discuss pre-final design submittal.
- b.) Incorporate City of Allen review comments from meeting.
- c.) Incorporate comments from the utility companies pertaining to the location of existing facilities.
- d.) Prepare Final construction plans.
- e.) Revise bid documents, quantity take-offs and cost estimate as required.
- f.) Submit Final construction plans, bid documents, and cost estimate for review and approval.
- g.) Upon approval of Final construction plans and bid documents, submit signed and sealed plans and bid documents to be used for bidding.

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**5. BIDDING PHASE – WINDRIDGE NO. 1**

- a.) Attend a Pre-Bid Conference as requested by the City. Consultant to issue addenda by fax and/or email with verification to all plan-holders as required.
- b.) Provide bid tabulation to the City.
- c.) Obtain the following information from the lowest bidder (and second lowest if necessary):
  - i.) Past work history
  - ii.) Physical resources to produce the project
- d.) Produce a letter of Recommendation of Award for the low bidder meeting all qualifications.
- e.) Assist City of Allen with Public Outreach by attending a Town Hall meeting after project award. Prepare neighborhood map mounted on 22x34 foam board for meeting.

**6. CONSTRUCTION PHASE – WINDRIDGE NO. 1**

- a.) Attend a Pre-Construction Conference at City facilities. At the preconstruction meeting, the consultant shall provide up to ten (10) sets of full-size (22"x34") prints, five (5) sets of half-size (11"x17") prints and a PDF of the final plans to the City for construction use by the City and Contractor. Plans will be electronically stamped "released for construction".
- b.) Assist City of Allen with Public Outreach by attending a Town Hall meeting after Pre-Construction Conference. Update neighborhood map mounted on 22x34 foam board for meeting (as required).
- c.) Review shop drawings and any other submittal information that the Contractor provides. This review is for the benefit of the City and covers only general conformance with information given by the Contract Documents. The Contractor is to review and stamp their approval on submittals prior to submitting to the Consultant. Review by the Consultant does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- d.) Provide written responses to requests for information or clarification to the City and/or Contractor.
- e.) Attend final walk-through and prepare a punch list of items to be completed. (As requested by the City of Allen)
- f.) Utilizing the City and Contractor construction record information, Consultant will 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 to the City of Allen. All construction plans will be prepared utilizing AutoCAD Release 14 compatible file structure.
- g.) Consultant will prepare one copy of electronic files of design plans to be provided to the City under the following conditions:
  - i.) Consultant does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
  - ii.) Because data stored on electronic media can deteriorate undetected or be modified, the City agrees that the Consultant will not be held liable for completeness or correctness of electronic media after an acceptance period of thirty days after the delivery of these files.
  - iii.) Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.



- iv.) Both parties acknowledge mutual non-exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.
- v.) All electronic files (except .TIFF images) provided to the City will not contain engineer's seal, handwritten dates and signatures.

**7. PRELIMINARY DESIGN (60% SUBMITTAL) – WINDRIDGE NO. 2**

Preparation and submittal of Preliminary Design plans showing horizontal alignment of proposed water main, horizontal alignment of proposed sanitary sewer main and limits of pavement replacement. Submittal shall include one (1) full size set of plans (22" x 24"), four (4) half size sets of plans (11" x 17") and one (1) electronic copy in Portable Document Format (PDF). The exact number of sets for submittal may be modified as determined by the City project manager prior to submittal. Schematic Design services shall include the following:

- a.) Develop the project schedule. The schedule will provide milestones for design and specific delivery dates.
- b.) Review existing paving, utility and drainage plans as it relates to the project area.
- c.) Show major features on plans sheets including, but not limited to all items outlined in the "Survey Services for Design."
- d.) Field verify topographic survey shown in the base map.
- e.) Show known utility crossings, nearby adjacent utilities, and other topographic features as identified from field surveys and information provided by utility companies and the City's record drawings. Identify utilities in conflict with improvements.
- f.) Identify and label all City-owned utilities including the following:
  - i.) Existing water main size, pipe material and date of construction
  - ii.) Existing sanitary sewer main size, pipe material, direction of flow and date of construction
  - iii.) Existing storm sewer main size, pipe material and direction of flow
- g.) Establish horizontal alignments of proposed water mains. Limits for proposed water main replacements shall be as follows:
  - i.) 1,080 LF of 8" water main along Hawthorne Drive
  - ii.) 2,220 LF of 8" water main along Windsor Drive
  - iii.) 1,090 LF of 8" water main along Fairhaven Drive
  - iv.) 2,125 LF of 8" water main along Hanover Drive
  - v.) 2,510 LF of 8" water main along Ridgemont Drive
  - vi.) 850 LF of 8" water main along Cambridge Drive
  - vii.) 1,530 LF of 8" water main along Bell Drive

- viii.) 820 LF of 8" water main along Harrison Drive
- ix.) 150 LF of 8" water main along Windsor Place
- h.) Establish location of proposed fire hydrants based on the maximum spacing requirements per City of Allen's Water & Sewer Design Manual criteria. Location of proposed fire hydrants shall be on the same side of the street as the proposed water main. Proposed fire hydrants shall also be placed at property lines where possible to minimize impacts on parking for residential property owners.
- i.) Determine type of fittings required for connection of proposed water mains to existing water mains.
- j.) Establish horizontal alignments of proposed sanitary sewer mains.
  - i.) 930 LF of 8" water main along Hawthorne Drive
  - ii.) 900 LF of 8" water main along Windsor Drive
  - iii.) 935 LF of 8" water main along Fairhaven Drive
  - iv.) 1,000 LF of 8" water main along Hanover Drive
- k.) Establish location of proposed sanitary sewer manholes based on the City of Allen's Water & Sewer Design Manual criteria.
- l.) Determine limits of driveway replacement and sidewalk replacement required for construction of proposed water mains and proposed sanitary sewer mains. Replacement limits shall be based on horizontal location of proposed mains.
- m.) Determine limits of street replacement required for construction of proposed water mains and proposed sanitary sewer mains.
- n.) Concrete streets may require full panel replacements based on condition of concrete pavement and based on the location of utility trench. Limits of concrete street replacement shall be confirmed by field verification.
- o.) Determine type of barrier free ramp needed, draw proposed barrier free ramp in plan view and confirm additional barrier free ramps are not needed at remaining corners of the intersection.
- p.) Determine proposed profile grades for proposed sanitary sewers
- q.) Determine locations of all utilities crossing proposed sanitary sewer. Show elevation of crossing utilities in proposed sanitary sewer profile.
- r.) Analyze all proposed water and sanitary sewer alignments per Texas Commission on Environmental Quality (TCEQ) criteria/requirements.
- s.) Provide Erosion Control Plans consisting of an overall map with contours, plan calls and inlet protection.
- t.) Develop a sequence of construction and/or phasing plan for the proposed project.

- u.) Attend meetings with the City of Allen and franchise utility companies as required to facilitate design.
- v.) Prepare submittal of Preliminary Design including the following:
  - i.) Cover Sheet with Location Map and Sheet Index
  - ii.) General Notes Sheet
  - iii.) Quantity Table
  - iv.) Horizontal and Vertical Control Sheet
  - v.) Water Main Sheets showing plan view only
  - vi.) Sanitary Sewer Sheets showing plan and profiles of proposed sanitary sewers. (Plan view for water main and sanitary sewer main will be combined.)
  - vii.) Construction Sequencing with narrative for TCP requirements
  - viii.) Erosion Control Sheet
  - ix.) Standard Details
- w.) Prepare Quantity take-offs
- x.) Prepare a preliminary estimate of probable construction costs.
- y.) Submit preliminary construction plans and cost estimate for review and approval.

**8. PRE-FINAL DESIGN (90% SUBMITTAL) – WINDRIDGE NO. 2**

Preparation and submittal of Pre-Final Construction plans. Submittal shall include one (1) full size set of plans (22" x 24"), four (4) half size sets of plans (11" x 17") and one (1) electron copy in Portable Document Format (PDF). The exact number of sets for submittal may be modified as determined by the City project manager prior to submittal. Pre-Final design services shall include the following:

- a.) Attend review meeting with the City of Allen to discuss preliminary design submittal.
- b.) Incorporate City of Allen review comments from meeting.
- c.) Incorporate comments from the utility companies pertaining to the location of existing facilities.
- d.) Prepare Pre-Final construction plans.
- e.) Finalize water and sanitary sewer replacement design
- f.) Finalize construction sequencing and traffic control notes.
- g.) Attend meetings with the City of Allen, TxDOT and utility companies as necessary to facilitate final design.

- h.) Complete quantity take-offs and prepare a Pre-Final estimate of probable cost based on Pre-Final plans.
- i.) Prepare Pre-Final bid documents, including bid proposal forms and construction plans.
- j.) Submit Pre-Final construction plans, bid documents, and cost estimate for review and approval.

**9. FINAL DESIGN (100% SUBMITTAL) – WINDRIDGE NO. 2**

Preparation and submittal of Final Construction plans. Submittal shall include one (1) full size set of plans (22" x 24"), four (4) half size sets of plans (11" x 17") and one (1) electron copy in Portable Document Format (PDF). The exact number of sets for submittal may be modified as determined by the City project manager prior to submittal. Final design services shall include the following:

- a.) Attend review meeting with the City of Allen to discuss pre-final design submittal.
- b.) Incorporate City of Allen review comments from meeting.
- c.) Incorporate comments from the utility companies pertaining to the location of existing facilities.
- d.) Prepare Final construction plans.
- e.) Revise bid documents, quantity take offs and cost estimate as required.
- f.) Submit Final construction plans, bid documents and cost estimate for review and approval.
- g.) Upon approval of Final construction plans and bid documents, submit signed and sealed plans and bid documents to be used for bidding.

**10. BIDDING PHASE – WINDRIDGE NO. 2**

- a.) Attend a Pre-Bid Conference as requested by the City. Consultant to issue addenda by fax and/or email with verification to all plan-holders as required.
- b.) Provide bid tabulation to the City.
- c.) Obtain the following information from the lowest bidder (and second lowest if necessary):
  - i.) Past work history
  - ii.) Physical resources to produce the project
- d.) Produce a letter of Recommendation of Award for the low bidder meeting all qualifications.

- e.) Assist City of Allen with Public Outreach by attending a Town Hall meeting after project award. Prepare neighborhood map mounted on 22x34 foam board for meeting.

#### **11. CONSTRUCTION PHASE – WINDRIDGE NO. 2**

- a.) Attend a Pre-Construction Conference at City facilities. At the preconstruction meeting, the consultant shall provide up to ten (10) sets of full-size (22"x34") prints, five (5) sets of half-size (11"x17") prints and a PDF of the final plans to the City for construction use by the City and Contractor. Plans will be electronically stamped "released for construction".
- b.) Assist City of Allen with Public Outreach by attending a Town Hall meeting after Pre-Construction Conference. Update neighborhood map mounted on 22x34 foam board for meeting (as required).
- c.) Review shop drawings and any other submittal information that the Contractor provides. This review is for the benefit of the City and covers only general conformance with information given by the Contract Documents. The Contractor is to review and stamp their approval on submittals prior to submitting to the Consultant. Review by the Consultant does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- d.) Provide written responses to requests for information or clarification to the City and/or Contractor.
- e.) Attend final walk-through and prepare a punch list of items to be completed. (As requested by the City of Allen)
- f.) Utilizing the City and Contractor construction record information, Consultant will 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 to the City of Allen. All construction plans will be prepared utilizing AutoCAD Release 14 compatible file structure.
- g.) Consultant will prepare one copy of electronic files of design plans to be provided to the City under the following conditions:
  - i.) Consultant does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.

- ii.) Because data stored on electronic media can deteriorate undetected or be modified, the City agrees that the Consultant will not be held liable for completeness or correctness of electronic media after an acceptance period of thirty days after the delivery of these files.
- iii.) Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.
- iv.) Both parties acknowledge mutual non-exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.
- v.) All electronic files (except .TIFF images) provided to the City will not contain engineer's seal, handwritten dates and signatures.

## **B. ADDITIONAL SERVICES**

### **1. 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.) Establish 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.) Establish vertical control benchmarks within the project limits on existing permanent structures.
- c.) Identify properties by address and/or business name.
- d.) Tie right-of-way lines, property lines and corners at all intersections and along project corridor. Right-of-way to be set based on platted information and best fit to iron rods found in the field.
- e.) Locate and tie pertinent existing pavement including top of curb and gutter line.
- f.) Tie fences and other above ground ancillary features.
- g.) Tie all water appurtenances such as water valves, water meters and fire hydrants.
- i.) Tie all sanitary sewer appurtenances such as cleanouts and manholes.
- j.) Tie in top of manhole elevations and manhole flow line elevations for sanitary sewer lines to be replaced
- k.) Tie in top of inlet elevations and flow line elevations
- l.) Tie in flume flow line elevations and edges of concrete
- m.) Tie in edge of sidewalks

- n.) Tie in driveways and edge of driveways 10' from ROW on water main side of the roadway
- o.) Tie in mail boxes
- p.) Tie in any above ground utility such as meter boxes, clean outs, telephone pedestals, street lights, power poles, etc.
- q.) 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.
- r.) Contact City of Allen at 214-509-4583 to request field locates of water, wastewater and storm sewer mains. Utility locations to be shown in survey information.
- s.) Expose and tie underground utilities where necessary to facilitate design.
- t.) Locate trees within right-of-way and identify size and type (specific species not required)
- u.) Prepare base map using detailed topographic survey obtained in the field in ACAD digital format.

**2. TDLR REVIEW AND APPROVAL (WINDRIDGE NO. 1)**

- a.) Register project with Texas Department of Licenses and Registration (TDLR) per Texas Architectural Barriers Act.
- b.) Provide for review and inspection of project by Registered Accessibility Specialist (RAS).

**3. TDLR REVIEW AND APPROVAL (WINDRIDGE NO. 2)**

- a.) Register project with Texas Department of Licenses and Registration (TDLR) per Texas Architectural Barriers Act.
- b.) Provide for review and inspection of project by Registered Accessibility Specialist (RAS).

## **C. 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 limited to the following:

- a.) CCTV inspection of existing sanitary sewer mains
- b.) Geotechnical investigation
- c.) Materials testing
- d.) Environmental Impact Statements and Environmental Assessment Reports
- e.) Landscape architecture
- f.) Irrigation design
- g.) Street light design
- h.) Subsurface Utility Engineering (SUE) Level A and Level B
- i.) Design of storm sewer system if existing system is under designed per current criteria
- j.) Traffic Control Plans
- k.) Paving Design with roadway plan and profile for street reconstruction



## Windridge No. 1 & No. 2 Water & Wastewater Replacements

City of Allen

10/25/2018

Task	Proposed Fee
<b>Basic Services</b>	
Schematic Design (30% Submittal) - Windridge No. 1	\$73,734.00
Preliminary Design (60% Submittal) - Windridge No. 1	\$95,395.00
Pre-Final Design (90% Submittal) - Windridge No. 1	\$75,684.00
Final Design (100% Submittal) - Windridge No. 1	\$21,613.00
Bid Phase Services - Windridge No. 1	\$4,709.00
Construction Phase Services - Windridge No. 1	\$10,536.00
<b>Windridge No. 1 Sub-Total =</b>	<b>\$281,671.00</b>
Preliminary Design (60% Submittal) - Windridge No. 2	\$113,497.00
Pre-Final Design (90% Submittal) - Windridge No. 2	\$43,454.00
Final Design (100% Submittal) - Windridge No. 2	\$14,487.00
Bid Phase Services - Windridge No. 2	\$4,709.00
Construction Phase Services - Windridge No. 2	\$10,536.00
<b>Windridge No. 2 Sub-Total =</b>	<b>\$186,683.00</b>
<b>Basic Services Sub-Total =</b>	<b>\$468,354.00</b>
<b>Special Services</b>	
Design Survey	\$111,240.00
TDLR Registration & Inspection (Windridge No. 1)	\$1,700.00
TDLR Registration & Inspection (Windridge No. 2)	\$1,700.00
<b>Special Services Sub-Total =</b>	<b>\$114,640.00</b>
<b>Total Fee =</b>	<b>\$582,994.00</b>

(Windridge No. 1) Basic Services =	\$281,671.00
(Windridge No. 1) Cost Estimate =	<u>\$6,844,675.00</u>
<b>(Windridge No. 1) Design Fee/Construction Cost =</b>	<b>4.12%</b>

(Windridge No. 2) Basic Services =	\$186,683.00
(Windridge No. 2) Cost Estimate =	<u>\$5,512,287.50</u>
<b>(Windridge No. 2) Design Fee/Construction Cost =</b>	<b>3.39%</b>

(Windridge No. 1) Basic Services =	\$281,671.00
(Windridge No. 2) Basic Services =	\$186,683.00
Design Survey =	\$111,240.00
(Windridge No. 1) TDLR Registration & Inspection =	\$1,700.00
(Windridge No. 2) TDLR Registration & Inspection =	<u>\$1,700.00</u>
<b>W/WW Total =</b>	<b>\$582,994.00</b>