

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 BIRKHOFF, HENDRICKS & CARTER, L.L.P., a Texas Limited Liability Partnership ("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 Sloan Creek Truck Sewer (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 Under the Authority of the Clean Water Act, the Environmental Protection Agency(EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

6.10 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:

**Birkhoff, Hendricks & Carter, L.L.P.**

Attn: John W. Birkhoff, P.E.  
Managing Partner  
11910 Greenville Ave., Suite 600  
Dallas, Texas 75243  
(214) 361-7900 – telephone  
(214) 461-8390 - fax

6.11 Insurance.

- (a) For coverage requirements, please refer to the table on the following page. 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 Contractor 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.

- (b) 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.
- (c) 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 Contractor 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 Contractor 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 Contractor 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.

### Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate;  or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

### Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence  \$2,000,000 general aggregate  \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent.  Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>\$1,000,000 per occurrence</li> <li>\$1,000,000 aggregate or;</li> <li>\$1,000,000 combined single limits</li> </ul>	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

### Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent.  Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>\$1,000,000 per occurrence</li> <li>\$2,000,000 aggregate or;</li> <li>\$2,000,000 combined single limits</li> </ul>	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation

4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications. All Certificates of Insurance need to reference job or contract number in comments section.

6.12 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.

6.13 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.

6.14 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.

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

6.16 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 Vargas, City Manager

**EXECUTED** this 5th day of November, 2018.

**BIRKHOFF, HENDRICKS & CARTER, LLP**

By:  \_\_\_\_\_  
Name: John Birkhoff, P.E.  
Title: Managing Partner

# **EXHIBIT "A"**

## **SCOPE OF SERVICES**

### **PART I. PRELIMINARY DESIGN**

- A. Set Alignment for approximately 4300 linear feet of 24 inch trunk sewer, along Sloan Creek from City of Allen, crossing US 75 through the Town of Fairview and terminating at a proposed lift station site in Fairview.
- B. Prepare construction plans at scale not less than 1 inch = 40 feet.
- C. Establish Trunk Sewer profile along the route, US 75 crossing (TxDOT Permit). Based on grades trunk may vary in size from 21 inch to 27 inch in diameter.
- D. Plot existing Utility Plans provided by City of Allen and Town of Fairview from Record Drawings.
- E. Plot Utility Locations identified by Dig TESS.
- F. Plot Utility Information from Pot-Hole Survey. It is anticipated this will be primarily be in the US 75 right-of-way.
- G. Revise Plans as information of utilities are identified from Dig Tess, utility company information and pot holing.
- H. Prepare Cover Sheet, Location Map, General Notes, and Sheet Index.
- I. Prepare erosion control plan.
- J. Prepare TxDOT Roadway Phasing and Barricade Plan for contractor to utilize during construction.
- K. Formulate Opinion of Probable Construction Cost.

- L. Preparation of Technical Specifications based on NCTCOG Standard Specifications.
- M. Submit Preliminary Plans at 30% and 60% to the City of Allen , and Town of Fairview for review.
- N. Submit preliminary plans to utility companies to confirm digtess information and to confirm any other facilities along route.
- O. Make revisions to Plan Set based on City of Allen and Town of Fairview and Utility Company comments.
- P. Submit 90% completed plans and specifications to City of Allen and Town of Fairview.
- Q. Submit to NTMWD plan sheet of Trunk Sewer to connection at lift station site to confirm location and grade. Submit at 30% and 90% completion.

## **PART II. FINAL DESIGN**

- A. Revise and finalize preliminary plan sheets, specifications incorporating City comments
- B. Formulation of opinion of probable construction cost based on final plans.
- C. Prepare final construction plans, technical specifications, quantity take off and formulate opinion of probable construct cost.
- D. Prepare permit applications TxDOT. Application will include plan sheet, pipe and encasement specification and permit form.
- E. Submit four sets of Plans (11 inch x 17 inch maximum), One set of Plans (22 inch by 34 inch), Electronic format of construction plans in PDF format, Technical Specifications, Proposal & Bid Schedule to City for review.

### **PART III. ADDITIONAL SERVICES**

#### **A. (BID PHASE)**

1. Submit one set of Final Plans (11 inch x 17 inch maximum sheet size) and (bidding) Documents in PDF format to the City for their use in electronically advertising and distributing documents.
2. Attend bid opening.
3. Tabulate bid items and provide tabulation of all submitted bids to City.
4. Check references provided for bid packages received.
5. Based on information available make recommendation to City for Award of Construction Contract.

#### **B. CONSTRUCCION PHASE**

1. Attend City's Non-Mandatory Pre-Construction Conference at City Facilities.
2. After award of contract, furnish up to 8 sets of prints of conformed final plans (11 inch x 17 inch sheet size) to the City for construction use by the City and Contractor (3-sets for City and 5-sets for Contractor). Furnish 2 sets of 22 inch x 34 inch conformed plan sets and electronic copy (PDF) of construction plans to the City with City's release for construction stamp attached.
3. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner 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 Engineer. Review of shop drawing submissions is solely for their conformance with the design intent and conformance with information given in the construction documents. Birkhoff, Hendricks & Carter L.L.P. shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operation of construction, safety precautions and programs incidental thereto, all of which are the Contractors responsibility. Electronic copy of shop drawings in which no exceptions, or make corrections noted are taken by Birkhoff, Hendricks & Carter L.L.P. will be provided to the City. All shop drawings will be completed electronically in PDF format.

4. Provide written responses to requests for information or clarification.
5. Accompany the City during their final inspection of the project.
6. The design engineer will visit the site as requested by the City. These visits specifically exclude any responsibility by the Engineer for job safety or means and methods of construction.
7. All field and change orders will be prepared by the City.

C. FIELD SURVEYS

Compete field surveys of topography along selected route.

D. GEOTECHNICAL SERVICE

Complete a geotechnical investigation, four 10 foot bores along Truck Sewer route, two 25-foot borings on either side of US 75 & DART right-of-way utilizing the services of Henley-Johnston & Associates of Dallas, Texas.

E. REPRODUCTION

Cost associated with printing of preliminary and final plans for review for record drawings and production of Mylar sheets.

F. RECORD DRAWINGS

Prepare record drawings and utilizing City and Contractor record information, if requested by the City. Submit record drawings in electronic format (PDF and .dwg), and 22-inch x 34-inch Mylar copy.

G. FIELD NOTE DESCRIPTIONS AND EXHIBITS

1. Complete property ownership research online and at Collin County Court House for up to seven tracts of land.
2. Obtain TxDOT route strip map from Dallas TxDOT District Offices.

3. Prepare field note descriptions and exhibits for permanent sanitary sewer easement and temporary construction easements along Trunk Sewer route across up to seven tracts of land.
4. Prepare closure calculation document for each prepared easement.

#### H. ROUTE STUDY

1. Develop and analyze two to three options for the proposed alignment of the Trunk Sewer. Study the options available for conveying the wastewater flow from the City of Allen, through the Town of Fairview to propose lift station site. Prepare a letter report with a summary of the options, cost comparisons, and recommendations.
2. Meet with staff from City of Allen and Town of Fairview to finalize alignment prior to preparation of construction plans and field note descriptions.
3. Route studies will be from available mapping. No on the ground surveys will be prepared.
4. All land owners will be identified from available Collin County records.

#### I. POT HOLING

Complete pot holing to identify utilities along the route, in particular along US 75 rights-of-way.

### PART IV. EXCLUSIONS

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

- A. Certification that work is in accordance with plans and specifications.
- B. Environmental impact statements and assessments.
- C. Fees for permits or advertising.
- D. Fiduciary Responsibility to the City.
- E. On-site safety precautions, programs and responsibility.

- F. Phasing of Contractor's work.
- G. Quality control and testing services during construction.
- H. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- I. Services in connection with condemnation hearings.
- J. Title searches.
- K. Trench safety designs.

**PART V. INFORMATION TO BE PROVIDED BY THE CITY OF ALLEN AND TOWN OF FAIRVIEW**

- A. Record drawings of existing Sloan Creek Lift Station, if available.
- B. Development plans along general route, if available.
- C. Contact information of franchise utility companies.
- D. Paving and Drainage plans existing and proposed if available.



## **PART VI. PROJECT SCHEDULE**

Notice to Proceed .....	December 3, 2018
Complete Route Study .....	January 31, 2019
Begin Field Surveys .....	February 18, 2019
Submit Preliminary Plans to City for Review .....	April 30, 2019
Receive Review Comments from City .....	May 28, 2019
Complete Final Plans .....	July 17, 2019
Advertise Project .....	August 2019
Open Bids .....	August 2019
Award Contract .....	September 2019
Construction .....	October 2019 – April 2020

## **PART VII. COMPENSATION**

Payment for Basic Engineering Services shall be lump sum, and payment for Additional Engineering Services shall be based on salary cost times 2.40, with expenses at invoice cost times 1.15. Field Survey Crew will be billed at a rate of \$173.00 per hour. Maximum fee not to exceed amount of \$153,300.

**PART I & PART II**  
**SUMMARY OF BASIC SERVICES**

**Sloan Creek Trunk Sewer:**

Preparation of Bidding Documents (Lump Sum) .....	\$77,000.00
<b>Total Amount for Basic Services</b>	<b>\$77,000.00</b>

**PART III**  
**SUMMARY OF ADDITIONAL SERVICES**

<b><u>Task</u></b> .....	<b><u>Budget</u></b>
Bid Phase .....	\$3,000.00
Construction Phase .....	\$8,000.00
Field Surveys .....	\$9,500.00
Geotechnical Services .....	\$5,500.00
Reproduction .....	\$1,800.00
Record Drawings .....	\$2,500.00
Field Note Descriptions (Maximum of 7 documents) .....	\$28,000.00
Route Study .....	\$8,000.00
Pot Holing .....	<u>\$10,000.00</u>
<b>Total Amount for Additional Services</b>	<b><u>\$76,300.00</u></b>

Payments are to be made monthly based on percent complete as determined by Birkhoff, Hendricks & Carter, L.L.P. Invoices shall include a breakdown of costs by task, a summary of billings to date of invoice for each task, and the balance remaining for each task (as well as the total contract remaining). City agrees to pay within 30-days upon receipt of approved invoice.