

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 Huitt-Zollars, Inc, a Civil Engineering Design Firm ("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 Allen Drive Gateway 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 Professional:

Attn: John Anthony Sosebee
Senior Vice President
Huitt-Zollars, Inc.
1717 McKinney Avenue,
Suite 1400
Dallas Texas 75202-1236

With a copy to:

John Ho
Vice President
Huitt-Zollars, Inc.
1717 McKinney Avenue,
Suite 1400
Dallas Texas 75202-1236

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 _____, 2019.

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 23 day of January, 2019.

Huitt-Zollars, Inc.

By:  _____
John Ho, PE
Vice President

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

EXHIBIT "A"

SCOPE OF SERVICES

ALLEN DRIVE US 75 INTERCHANGE IMPROVEMENTS

CITY OF ALLEN, TEXAS

PROJECT DESCRIPTION:

The project consists of reconstructing the two intersections of Allen Drive with the US 75 frontage roads, utilizing roundabouts at both intersections. The approximate limits of construction on the west side of US 75 will be 450 LF north of Allen Drive, 200 LF south of Allen Drive, and 370 LF along Allen Drive to the west. The approximate limits of construction for on the east side of US 75 will be 270 LF north of Allen Drive, 310 LF south of Allen Drive, 410 LF along Allen Drive to the east, and 200 LF along Lynge Drive to the east. Sidewalks will be added to the project providing a barrier-free path to and across the bridge. The project will include additional field topographic surveying for design, landscaping and irrigation, artwork, roundabout consultation, subsurface utility engineering, and coordination with the City of Allen (City), TxDOT, and other stakeholders as necessary.

The PS&E design will be done in accordance with TxDOT and City requirements and based on a Schematic design that is planned for approval by TxDOT in February 2019. Format and content of the design documents will be per TxDOT standards.

BASIC SERVICES

Design shall progress directly from the Schematic Design Phase to developing the 60% PS&E submittals as defined herein. The content of submittals shall be prepared to TxDOT submittals as the project is substantially within TxDOT rights-of-way, though this project is planned for solicitation for construction by the City of Allen with TxDOT oversight. Survey and SUE information will be provided to the City for use once completed.

A. 60% PS&E Design

1. Attend meetings with City, TxDOT and other stakeholders to discuss roles of the team members, technical requirements, schedule, and deliverables.
2. Assist the City in the Meeting with Affected Property Owners (MAPO) process.
3. Utilizing the approved Schematic design, prepare plans on 11" x 17" sheets at a horizontal scale of 1" = 40' for the 60% PS&E design. The 60% design set shall be comprised of the following items:
 - a. Cover Sheet.
 - b. Index of Sheets.
 - c. Project layout sheets of Refined Schematic Alignments.
 - d. Quantity Summary Sheets.

- e. Traffic Control Plan Sheets. This will include Traffic Control Typical Sections, Traffic Control Notes, Traffic Control Plans, and Traffic Control Standards.
 - f. Roadway Plan Sheets. This will include OpenRoads Model, Horizontal Control, Typical Sections, Removal Plans, Paving and Profile Plans, Roundabout Plans, Special Grading Plans, and Roadway Standards.
 - g. Bridge Sheets. This will include Bridge Deck Modification plans, Bridge Railing Modification Plans, Miscellaneous Details, and Bridge Standards.
 - h. Sound Wall Sheets. This will include Sound Wall Plans, Typical Sections, and Sound Wall Standards for the relocation of the existing sound wall at the northeast corner of the Allen Drive bridge and the northbound service road. No other sound walls are included in this scope of services.
 - i. Drainage Sheets. This will include Drainage Area Map, Drainage Calculations, Drainage Plan and Profile Plans, and Drainage Standards.
 - j. Utility Relocation Sheets. This will include Utility Relocation Plans and Utility Standards.
 - k. Traffic Sheets. This will include Sign Summary Sheets, Illumination Plans, Pavement Markings & Signage Plans, and Traffic Standards.
 - l. Environmental Sheets. This will include the Environmental Permits, Issues, and Commitments (EPIC) Sheet; Storm Water Pollution Prevention Plan (SW3P); Erosion Control Plans; and Environmental Standards to follow phased traffic control.
 - m. Architecture Sheets. This will include Hardscape Plans, Landscape Planting Plans, Irrigation Plans, Artwork Plans, and Miscellaneous Standards. The architectural and artwork design will be done under special services.
 - n. Miscellaneous Sheets. This will include roadway Cross-Sections.
4. Prepare 'Design Exceptions' request for submittal and approval by TxDOT.
 5. Prepare 'Design Waiver' requests for submittal and approval by TxDOT.
 6. Prepare 'Design Variance' requests for submittal and approval by TxDOT.
 7. Measure and calculate quantities and prepare an Estimate based on the 60% design utilizing unit prices from TxDOT and recently bid projects.
 8. Compile Preliminary TxDOT General Notes.
 9. Compile a list of TxDOT governing Special Specifications and Special Provisions.
 10. Complete TxDOT Forms:
 - a. Form 1002 'PS&E Transmittal Data'
 - b. Form 1814 ' Bid Item Code Request'
 - c. Form 2229 'Significant Project Procedures'
 - d. Form 2443 'PS&E Stage Gate Checklist'
 11. Compile lists of design changes for TxDOT:
 - a. Not shown on the approved Schematic;

- b. Not addressed in the Environmental Document;
 - c. Made to address any comments or commitments made during the Public Involvement Process.
- 12. Submit a PDF of the 60% design plan sheets to the City for review and distribution to the franchise utility companies, and submit four (4) hard copies of complete set for reviews.
- 13. Complete TxDOT 'Request for 60% PS&E Review' form.
- 14. Submit a PDF of the 60% design and supporting paperwork to TxDOT for review. Supporting paperwork includes:
 - a. TxDOT's approval letter of pavement design.
 - b. TxDOT's approval letter of Environmental Document.
 - c. Applicable Bridge Division Standards: retaining walls, culverts, and drainage bound in a stand-alone plan set.
 - d. 3rd Party Agreements.
 - e. 'Bid Item Code Request' Form 1814.
 - f. Estimate.
 - g. Preliminary TxDOT General Notes and Specification Data.
 - h. Form 1002 'PS&E Submission Data'.
 - i. Form 2229 'Significant Project Procedures'.
 - j. Form 2443 'PS&E Stage Gate Checklist'.
 - k. List of any design changes that are not shown on the Schematic.
 - l. List of any design changes that are not addressed in the Environmental Document.
 - m. List of any commitments made during the Public Involvement Process and design changes made to address any comments.
 - n. 'Request for 60% Plans Completion Review' form.

B. 95% PS&E Design

- 1. Attend meetings with City, TxDOT and other stakeholders to discuss roles of the team members, technical requirements, schedule, and deliverables.
- 2. Attend one (1) public meeting with stakeholders and prepare exhibits and materials for the meeting.
- 3. Attend one (1) City Council meeting and prepare exhibits and materials for the meeting.
- 4. Respond to City and TxDOT comment review matrix and progress the 60% PS&E design plan sheets incorporating review comments to produce the 95% PS&E design set. The 95% design set shall be comprised of the following items:
 - a. Cover Sheet.
 - b. Index of Sheets.
 - c. Project layout sheet.
 - d. Quantity Summary Sheets.
 - e. Traffic Control Plan Sheets. This will include Traffic Control Typical Sections, Traffic Control Notes, Traffic Control Plans, and Traffic Control Standards.

- f. Roadway Plan Sheets. This will include Horizontal Control, Typical Sections, Removal Plans, Paving and Profile Plans, Roundabout Plans, Special Grading Plans, and Roadway Standards.
 - g. Bridge Sheets. This will include Bridge Deck Modification plans, Bridge Railing Modification Plans, Miscellaneous Details, and Bridge Standards.
 - h. Sound Wall Sheets. This will include Sound Wall Plans, Typical Sections, and Sound Wall Standards for the relocation of the existing sound wall at the northeast corner of the Allen Drive bridge and the northbound service road. No other sound walls are included in this scope of services.
 - i. Drainage Sheets. This will include Drainage Area Map, Drainage Calculations, Drainage Plan and Profile Plans, and Drainage Standards.
 - j. Utility Relocation Sheets. This will include Utility Relocation Plans and Utility Standards.
 - k. Traffic Sheets. This will include Sign Summary Sheets, Illumination Plans, Pavement Markings & Signage Plans, and Traffic Standards.
 - l. Environmental Sheets. This will include the Environmental Permits, Issues, and Commitments (EPIC) Sheet; Storm Water Pollution Prevention Plan (SW3P); Erosion Control Plans; and Environmental Standards.
 - m. Architecture Sheets. This will include Hardscape Plans, Landscape Planting Plans, Irrigation Plans, Artwork Plans, and Miscellaneous Standards. The architectural and artwork design will be done under special services.
 - n. Miscellaneous Sheets. This will include roadway Cross-Sections.
5. Revise / update TxDOT General Notes.
 6. Revise / update List of Governing Specifications.
 7. Prepare any new Special Specifications and/or Special Provisions.
 8. Coordinate with the City to compile Triple Zero Special Provisions.
 9. Prepare the Proposal Book for Letting of the project.
 10. Measure and calculate quantities and update the Estimate based on the 95% design utilizing unit prices from TxDOT and recently bid projects.
 11. Prepare a construction schedule estimate using TxDOT's 'Contract Time Determination' spreadsheet.
 12. Update TxDOT forms:
 - a. Form 1002 'PS&E Submission Data'
 - b. Form 1814 'New Special Specifications and Special Provisions'
 - c. Form 2229 'Significant Project Procedures'
 - d. Form 2443 'PS&E Stage Gate Checklist'
 13. Complete TxDOT 'Request for 95% PS&E Review' form.

14. Submit four (4) sets of prints and a PDF of the 95% design to the City for review and distribution to the franchise utility companies.
15. Assist the City in preparing the utility certification for clear utilities required by TxDOT. Assist the City in completing Form ROW-U-CFA for submittal to TxDOT stating that all exceptions to the Utility Accommodation Rules have been approved and documented.
16. Submit registration application, plans, and applicable fee to a Registered Accessibility Specialist to review the plans related to TDLR and ADA requirements. The City shall reimburse Huitt-Zollars for all registration, review and inspection fees associated with this submittal.
17. Submit a PDF of the 95% design and supporting paperwork to TxDOT for review. Supporting paperwork includes:
 - a. Form 1002 'PS&E Submission Data'.
 - b. Form 2229 'Significant Project Procedures'.
 - c. Annual Scope & Estimate Documentation Spreadsheet.
 - d. General Notes & Specification Data.
 - e. List of governing Special Specifications and Special Provisions.
 - f. Form 1814 'New Special Specifications and Special Provisions'.
 - g. Triple zero Special Provisions.
 - h. Proposal Book.
 - i. Approval letter of Environmental Document.
 - j. Form 2443 'PS&E Stage Gate Checklist'.
 - k. Contract Time Determination Spreadsheet.
 - l. Applicable Bridge Division Standards: retaining walls, culverts, and drainage bound in a stand-alone plan set.
 - m. 3rd Party Agreements.
 - n. Cross section plan sets.
 - o. 'Request for 95% Plans Completion Review' form.

C. 100% PS&E Design

1. Respond to City and TxDOT comment review matrix and progress the 95% PS&E design plan sheets incorporating review comments to produce the 100% PS&E design set. The 100% design set shall be comprised of the following items:
 - a. Cover Sheet.
 - b. Index of Sheets.
 - c. Project layout sheet.
 - d. Quantity Summary Sheets.
 - e. Traffic Control Plan Sheets. This will include Traffic Control Typical Sections, Traffic Control Notes, Traffic Control Plans, and Traffic Control Standards.
 - f. Roadway Plan Sheets. This will include Horizontal Control, Typical Sections, Removal Plans, Paving and Profile Plans, Roundabout Plans, Special Grading Plans, and Roadway Standards.

- g. Bridge Sheets. This will include Bridge Deck Modification plans, Bridge Railing Modification Plans, Miscellaneous Details, and Bridge Standards.
 - h. Sound Wall Sheets. This will include Sound Wall Plans, Typical Sections, and Sound Wall Standards for the relocation of the existing sound wall at the northeast corner of the Allen Drive bridge and the northbound service road. No other sound walls are included in this scope of services.
 - i. Drainage Sheets. This will include Drainage Area Map, Drainage Calculations, Drainage Plan and Profile Plans, and Drainage Standards.
 - j. Utility Relocation Sheets. This will include Utility Relocation Plans and Utility Standards.
 - k. Traffic Sheets. This will include Sign Summary Sheets, Illumination Plans, Pavement Markings & Signage Plans, and Traffic Standards.
 - l. Environmental Sheets. This will include the Environmental Permits, Issues, and Commitments (EPIC) Sheet; Storm Water Pollution Prevention Plan (SW3P); Erosion Control Plans; and Environmental Standards.
 - m. Sodding plans. Showing sod to all disturbed area.
 - n. Miscellaneous Sheets. This will include roadway Cross-Sections.
2. Measure and calculate quantities and update the Estimate based on the 100% design utilizing unit prices from TxDOT and recently bid projects.
 3. Complete the TxDOT General Notes based on review comments.
 4. Complete list of Governing Specifications.
 5. Complete the Proposal Book based on review comments.
 6. Complete the Contract Time Determination based on review comments.
 7. Complete TxDOT forms:
 - a. Form 1002 'PS&E Submission Data'
 - b. Form 1814 'New Special Specifications and Special Provisions'
 - c. Form 2229 'Significant Project Procedures'
 - d. Form 2443 'PS&E Stage Gate Checklist'
 8. Submit four (4) set of plans and Proposal Book and a PDF copy of the 100% Design to the City for their use and distribution to the franchise utility companies.
 9. Submit seven (7) half-size sets of plans, eleven (11) copies of the Proposal book, and forms to TxDOT for final approval.

D. Bid Phase Services

1. Provide the City with a PDF copy of the Final Plans and Bidding Documents for their use in bidding the project.
2. Provide a PDF copy of the Final Plans and Bidding Documents to Plan Houses for

- advertising.
3. Assist the City in conducting a pre-bid conference.
 4. Answer bidder questions. Prepare and distribute necessary addenda.
 5. Assist the City in opening the bids.
 6. Tabulate the bids and deliver tabulation to the City.
 7. Evaluate the low bidders. Prepare a Letter of Recommendation to the City for award of the construction contract.
 8. Furnish the City with six (6) sets of Final Plans and Contract Documents for signatures and distribution to the construction contractor.

E. Construction Phase Services

1. Perform limited construction phase duties for the completion of the construction of the project. The estimated construction duration of the project is 12 months.
2. Review contractor submittals as required by the construction contract documents.
3. Prepare "Record Drawings" based on mark-ups supplied by the contractor and/or City. Submit a PDF of the Record Drawings to the City for their files.
4. Should the City desire to use HZI for additional Construction Administration services beyond the tasks described above, a separate Scope of Work will be developed between the City and HZI, the work will be performed on an hourly basis, and paid for using HZI's Hourly Rate Sheet in affect at the time the work is performed. A copy of Huitt-Zollars' Hourly Rate Sheet is attached for reference.

SPECIAL SERVICES

A. Roundabout Consulting Services

Huitt-Zollars will hire a consultant to perform roundabout consulting services for the project.

1. Project Meetings and Site Visits
The consultant will attend up to four (4) in-person meetings with HZI and the City. The consultant will attend up to two (2) separate site visits throughout the project schedule to take site measurements, photos, and document traffic operations.
2. Project Management and Coordination
The consultant will provide monthly invoices along with a project status report highlighting the efforts from the billed month and the anticipated efforts for the previous month.
The consultant will respond to requests for information from HZI throughout the final PS&E design stage.
3. Final Design Roundabout Peer Review (60% & 95% designs)
The consultant will conduct a peer review for each of the following items for the final design of the roundabouts. The consultant will provide review comments in .PDF and .DGN or .DWG format and conduct comment review meetings with HZI after each peer review. Each per review will be completed within ten business days of the consultant's receipt of the reviewable plans provided by HZI. The roundabout-related items anticipated to be reviewed as part of the consultant's services include:
 - a. Roundabout alignment data

- b. Roundabout-related vertical geometrics (roundabout typical sections, roundabout cross sections, profiles, drainage and spot elevations)
 - c. Roundabout paving layout (pay item callouts, dimensions, labeling)
 - d. Grading layout (review of proposed contours, high points, low points)
 - e. Pavement markings
 - f. Signing
 - g. Landscaping
 - h. Illumination
 - i. Jointing
 - j. Construction staging/phasing
4. Public Meeting
- The consultant may provide the following public meeting services as part of the preliminary or final design process at the request of the City:
- a. The consultant may attend and facilitate up to one (1) City Council Work Session to discuss modern roundabout policy and implementation prior to the Public Meeting being held.
 - b. The consultant will develop Public Meeting documents and provide draft versions at least one week prior to the Public Meeting.
 - c. The consultant may attend a Public Meeting preparatory meeting with City staff at least one week prior to the Public Meeting to share Frequently Asked Questions (FAQs), discuss any PowerPoint slides to be presented at the Public Meeting, and finalize the format of the Public Meeting.
 - d. The consultant will prepare for and attend the public meeting. For the public meeting, the consultant staff will prepare the following documents:
 - i. FAQ sheet for local elected officials, City departmental staff, and other members of the project team
 - ii. Roundabout brochures and flyers station
 - iii. Roundabout HO-scale roll plot station (2 roll plots, vinyl, with grommets for mounting)
 - iv. Roundabout animations and videos station
 - e. The consultant staff will compile comments received from the public at the public meeting(s) and provide responses to the City for consideration.

B. Surveying

- 1. Reestablish the existing survey control that was set for the original schematic design contract. The existing control was referenced to the City of Allen's Geodetic Datum for both horizontal and vertical values.

2. Additional topographic surveying will obtain horizontal and vertical topographic information to be included on the survey base map and used for the design. Cross-sections will be taken at 50-ft. intervals extending from right-of-way line to right-of-way line along the streets. It is anticipated that about 300 linear feet of surveying will be needed on the west side of US 75 and done within the existing right-of-way. Visible surface objects will be located including valve box lids, fire hydrants, water meter lids, manhole lids, cleanout lids, inlets, vault lids, telephone pedestals, pad mounted transformers, and power poles, fences, drainage structures, and right-of-way monuments. Measure downs on accessible valve boxes, manholes, vaults and inlets will be provided.
3. Additional surveying will be added to the original base map prepared with the schematic design for use in the final design of the project. The base map will include contours at one foot intervals and critical spot elevations. Right-of-way and easement information will be shown on the base map.

C. Subsurface Utility Engineering

Huitt-Zollars will hire a consultant to perform subsurface utility engineering (SUE) services for the project.

1. The SUE consultant will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
2. The scope of this proposal includes Quality Level (QL) "A" SUE. The scope of work involves QL "B" designating of the utilities to layout the test holes as initiated by HZI. The SUE consultant assumes the QL "B" designating will be performed under the previous contract. This proposal includes five (5) test holes for the scope of work. The SUE consultant will have the SUE surveyed using project control point data provided by HZI.
3. The SUE consultant will utilize its utility designating marks to layout the test hole locations. An attempt will be made to place the test holes outside of paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. The SUE consultant will establish routine/ordinary traffic control whenever required as part of our standard pricing.
4. The SUE consultant will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Once each utility is located, the SUE consultant will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with rebar/cap, nail/disk, or chiseled X, as appropriate. The test hole ID number and other pertinent utility information will be placed at each test hole location. Test hole excavations will be backfilled with appropriate material and the original surface will be restored. The backfill will be compacted in lifts by mechanical means to prevent future settlement.

5. The SUE consultant will provide a summary of the test hole coordinate data and a CADD file containing the QL "A" SUE data. The SUE consultant will provide signed and sealed test hole data forms for indicating the test hole coordinate data and depth information.

D. Administrative Costs

Consultant invoices will be billed at Cost Plus 10% for administration of the consultants.

E. Reimbursable Expenses

Reimbursable expenses accrued through printing, mileage, and deliveries shall be reimbursed at Cost Plus 10% upon receipt of an invoice to HZI. Any materials beyond those designated are to be considered "Additional Services" and shall be negotiated separately. Reimbursable expenses shall not exceed line item cost of \$4,000.00.

F. Additional Services

Additional services to be performed by HZI are services that are not included in the above-described Basic and Special Services, and must be requested, a scope of services & fees negotiated, and authorized by the City. Additional Services may include: attendance at public meetings, City Council meetings, preparation of exhibits and power point slideshows, attendance at a pre-construction conference, construction site & coordination meetings, preparation & review of change order, preparation of right-of-way & easement drawings & legal descriptions, additional drawings or documents, additional surveying, additional construction phase services, design modifications requested by the City after the design has been approved and solely for the convenience of the City, drainage studies and storm sewer design for undersized inlets and pipes, sanitary sewer studies and design of undersized lines, water studies and design of undersized mains, and any other engineering tasks requested by the City. No work will be undertaken under Additional Services without specific written authorization from the City for a specific scope of services & fees.

CITY RESPONSIBILITIES

In support of this Project and the Services to be performed by the Engineer, the City will provide or accomplish the following items.

1. The City will assign a Project Manager to act in behalf of the City to provide project coordination with the Engineer, TXDOT and all other third party stakeholders. The City's Project Manager shall also be the Engineer's single point of contact for direction needed by the Engineer and to provide coordination with the all City departments and staff who may have an interest in the Project.
2. The City's Project Manager will review comments from staff and third party stakeholders, resolve inconsistencies, and provide resultant comments as a single set of coordinated comments to the Engineer with clear direction for action by the Engineer.
3. Provide electronic copies in editable text format of current manuals and standards of the City which the Engineer may need for inclusion in the Project. Engineer assumes that applicable standards and manuals of TXDOT will be obtainable from their website.

4. As may be deemed necessary, provide and arrange venues for design coordination meetings with City and TXDOT, discussions with interested stakeholders, and any public meetings that may be necessary. Provide notifications which may be necessary for stakeholder and/or public meetings.

End of Exhibit 'A'

EXHIBIT "B"
FEE SUMMARY
ALLEN DRIVE ROUNDABOUTS
ALLEN, TEXAS

TASK	DESCRIPTION	FEE
	BASIC SERVICES	
A	60% PS&E Design	\$190,615
B	95% PS&E Design	\$121,915
C	100% PS&E Design	\$22,465
D	Bid Phase Services	\$8,880
E	Construction Phase Services	\$5,500
	TOTAL BASIC SERVICES FEE	\$349,400
	SPECIAL SERVICES	
A	Roundabout Consulting - MSA	\$19,334
B	Survey	\$3,220
C	Subsurface Utility Engineering - The Rios Group	\$10,550
D	Administrative Costs	\$2,988
E	Reimbursable Expenses (Not to Exceed)	\$4,000
	TOTAL SPECIAL SERVICES FEE	\$40,000
	TOTAL PROJECT FEE	\$389,400

EXHIBIT C
BASIC SERVICES FEE SUMMARY
ALLEN DRIVE ROUNDABOUTS
ALLEN, TEXAS

TASK	TASK DESCRIPTION	STAFF AND HOURLY BILLING RATES			
		SR. PM \$260	ENGINEER \$170	ENGR. INTERN \$135	TOTAL HRS
A	60% PS&E Design				
1	City/TxDOT Meetings (2)	4	4		8
2	60% Design Plans				
a	Cover Sheet		1	2	3
b	Index of Sheets		1	2	3
c	Project Layout Sheet	1	4	16	21
d	Quantity Summary Sheets		4	16	20
e	Traffic Control Plans				
	Traffic Control Typical Sections	2	8	16	26
	Traffic Control Notes	1	2	4	7
	Traffic Control Plan Sheets	4	24	60	88
	Traffic Control Standards	1	4	4	9
f	Roadway Plan Sheets				
	Horizontal Control Sheets	1	4	12	17
	Typical Sections	2	8	12	22
	Removal Plan Sheets	2	8	16	26
	Paving Plan & Profile Sheets	8	64	128	200
	Special Grading Plan Sheets	2	8	16	26
	Roadway Standards	1	4	4	9
g	Bridge Details				
	Removal Plans	1	8	12	21
	Typical Sections	1	8	12	21
	Bridge Deck Modifications	4	16	24	44
	Bridge Railing Modifications	4	16	24	44
	Miscellaneous Details	2	16	24	42
	Bridge Standards	1	4	4	9
h	Sound Wall Sheets				
	Sound Wall Plan & Profile	2	8	16	26
	Sound Wall Typical Sections	2	8	16	26
	Sound Wall Details	4	8	16	28
i	Drainage Sheets				
	Drainage Area Map	1	4	16	21
	Drainage Calculations	1	8	4	13
	Drainage Plan & Profile Sheets	1	8	16	25
	Drainage Details	1	4	16	21
	Drainage Standards	1	4	4	9
j	Utility Relocation Sheets				
	Utility Relocation Plan & Profile Sheets	1	8	16	25
	Utility Standards	1	4	4	9
k	Traffic Sheets				
	Sign Summary Sheet	1	4	8	13
	Illumination Plan Sheets	2	16	32	50
	Striping and Signage Plan Sheets	1	16	32	49
	Traffic Details	1	8	16	25
	Traffic Standards	1	4	4	9
l	Environmental Sheets				
	EPIC Sheet	1	4	8	13
	Erosion Control Plan Sheets	1	4	16	21
	Environmental Standards	1	4	4	9
m	Miscellaneous Sheets				
	Cross-Sections	1	16	32	49
3	ASED Spreadsheet for 60% Design	1	4	8	13
4	Preliminary TxDOT General Notes	2	8		10
5	Compile List of TxDOT Governing Special Specs & Special Provisions	1	8		9
6	Complete TxDOT Forms				
a	Form 1002 - PS&E Submission Data	0.5	2	2	4.5
b	Form 2229 - Significant Project Procedures	0.5	2	2	4.5
c	Form 1814 - New Special Specifications and Special Provisions	0.5	4		4.5
7	PS&E Stage Gate Checklist	0.5	2	2	4.5

EXHIBIT "C"
BASIC SERVICES FEE SUMMARY
ALLEN DRIVE ROUNDABOUTS
ALLEN, TEXAS

TASK	TASK DESCRIPTION	STAFF AND HOURLY BILLING RATES			
		SR. PM \$260	ENGINEER \$170	ENGR. INTERN \$135	TOTAL HRS
8	List of Design Changes for TxDOT	0.5	4	4	
9	Prepare 60% Submittal for City Review & Distribution		2	2	4
10	Complete the Request for 60% Plans Completion Review Form	0.5		1	1.5
11	Prepare 60% Submittal for TxDOT Review	1	4	4	9
12	Address City & TxDOT Comments on 60% Submittal	4	16	32	52
	TOTAL ESTIMATED MAN-HOURS	79	412	741	1223.5
	ESTIMATED LABOR COSTS	\$20,540	\$70,040	\$100,035	
	TOTAL TASK A				\$190,615
B	95% PS&E Design				
1	City/TxDOT Meetings (2)	4	4		8
4	95% Design Plans				
a	Cover Sheet		1	2	3
b	Index of Sheets		1	2	3
c	Project Layout Sheet		2	8	10
d	Estimate & Quantity Sheet		2	8	10
e	Quantity Summary Sheets	1	2	8	11
f	Traffic Control Plans				
	Traffic Control Typical Sections	1	4	8	13
	Traffic Control Notes	1	2	4	7
	Traffic Control Plan Sheets	2	8	32	42
	Traffic Control Standards		2	2	4
g	Roadway Sheets				
	Horizontal Control Sheets	1	4	8	13
	Typical Sections	1	4	12	17
	Removal Plan Sheets	1	4	12	17
	Paving Plan & Profile Sheets	4	16	32	52
	Special Grading Plan Sheets	1	4	16	21
	Roadway Standards		2	2	4
h	Bridge Details				
	Removal Plans	1	4	6	11
	Typical Sections	1	4	6	11
	Bridge Deck Modifications	2	8	8	18
	Bridge Railing Modifications	2	8	8	18
	Miscellaneous Details	2	8	8	
	Bridge Standards	1	2	2	
i	Sound Wall Sheets				
	Sound Wall Plan & Profile	1	4	6	11
	Sound Wall Typical Sections	1	4	6	11
	Sound Wall Details	2	8	8	18
j	Drainage Sheets				
	Drainage Area Map	1	4	8	13
	Drainage Calculations	1	4	8	13
	Drainage Plan & Profile Sheets	1	6	12	19
	Drainage Details	1	6	12	19
	Drainage Standards		2	2	4
k	Utility Relocation Sheets				
	Utility Relocation Plan & Profile Sheets	1	4	12	17
	Utility Standards		2	2	4
l	Traffic Sheets				
	Sign Summary Sheet	1	2	8	11
	Illumination Plan Sheets	1	12	24	37
	Striping and Signage Plan Sheets	1	12	24	37
	Traffic Details	1	4	12	17
	Traffic Standards		2	2	4
m	Environmental Sheets				
	EPIC Sheet	1	2	4	7
	Erosion Control Plan Sheets	1	2	8	11
	Environmental Standards		2	2	4

EXHIBIT C
BASIC SERVICES FEE SUMMARY
ALLEN DRIVE ROUNDABOUTS
ALLEN, TEXAS

TASK	TASK DESCRIPTION	STAFF AND HOURLY BILLING RATES			
		SR. PM \$260	ENGINEER \$170	ENGR. INTERN \$135	TOTAL HRS
n	Miscellaneous Sheets				
	Cross-Sections		8	16	24
5	Proposal Book	4	24	24	52
6	ASED Spreadsheet for 95% Design		2	4	6
7	Revise/Update TxDOT General Notes	1	4		5
8	Revise/Update List of Governing Specs		2		2
9	Contract Time Determination Spreadsheet	1	4		5
10	Prepare New Special Specs and/or Special Provisions	8	4		12
11	Compile Triple Zero Special Specs		4		4
12	Update/Complete TxDOT Forms				
a	Form 1002 - PS&E Submission Data		1		1
b	Form 2229 - Significant Project Procedures		1		1
c	Form 1814 - New Special Specifications and Special Provisions		1		1
13	Update PS&E Stage Gate Checklist	0.5	1	2	3.5
14	Prepare 95% Submittal for City Review & Distribution		2	4	6
15	Constructability Review	4	4	4	12
16	Utility Coordination				
	Compile Info for Existing Utilities		4	8	12
	Prepare Utility Certification for TxDOT	1	2	4	7
	Form ROW-U-CFA	1	2		3
17	TDLR Submittal to RAS & Response to Review Comments	3	4	8	15
18	Complete the Request for 95% Plans Completion Review Form			1	1
19	Prepare 95% Submittal for TxDOT Review		2	2	4
20	Address City & TxDOT Comments on 95% Submittal	1	8	16	25
	TOTAL ESTIMATED MAN-HOURS	65.5	262	447	751.5
	ESTIMATED LABOR COSTS	\$17,030	\$44,540	\$60,345	
	TOTAL TASK B				\$121,915
C	100% PS&E Design				
1	100% Design Plans				
a	Cover Sheet			1	1
b	Index of Sheets			1	1
c	Project Layout Sheet			1	1
d	Estimate & Quantity Sheet			1	1
e	Quantity Summary Sheets		1	4	5
f	Traffic Control Plans				
	Traffic Control Typical Sections		1	2	3
	Traffic Control Notes			1	1
	Traffic Control Plan Sheets		1	8	9
	Traffic Control Standards			1	1
g	Roadway Sheets				
	Horizontal Control Sheets			1	1
	Typical Sections		1	2	3
	Removal Plan Sheets		1	1	2
	Paving Plan & Profile Sheets	0.5	2	8	10.5
	Special Grading Plan Sheets		1	4	5
	Roadway Standards			1	1
h	Bridge Details				
	Removal Plans		1	1	2
	Typical Sections		1	1	2
	Bridge Deck Modifications		1	2	3
	Bridge Railing Modifications		1	2	3
	Miscellaneous Details		1	2	3
	Bridge Standards		1	2	3
i	Sound Wall Sheets				
	Sound Wall Plan & Profile		1	1	2
	Sound Wall Typical Sections		1	1	2
	Sound Wall Details		1	2	3
j	Drainage Sheets				

EXHIBIT "C"
BASIC SERVICES FEE SUMMARY
ALLEN DRIVE ROUNDABOUTS
ALLEN, TEXAS

TASK	TASK DESCRIPTION	STAFF AND HOURLY BILLING RATES			
		SR. PM \$260	ENGINEER \$170	ENGR. INTERN \$135	TOTAL HRS
	Drainage Area Map		1	1	2
	Drainage Calculations		1	2	3
	Drainage Plan & Profile Sheets	0.5	2	8	10.5
	Drainage Details		1	2	3
	Drainage Standards			1	1
k	Utility Relocation Sheets				
	Utility Relocation Plan & Profile Sheets		1	2	3
	Utility Standards			1	1
l	Traffic Sheets				
	Sign Summary Sheet			1	1
	Illumination Plan Sheets		1	4	5
	Striping and Signage Plan Sheets		1	4	5
	Traffic Details		1	1	2
	Traffic Standards			1	1
m	Environmental Sheets				
	EPIC Sheet		1	1	2
	Erosion Control Plan Sheets		1	1	2
	Environmental Standards			1	1
n	Miscellaneous Sheets				
	Cross-Sections		1	2	3
2	ASED Spreadsheet for 100% Design		1	2	3
3	Complete TxDOT General Notes		1	1	2
4	Complete List of Governing Specs			1	1
5	Complete Proposal Book	2	4	8	14
6	Contract Time Determination Spreadsheet		1	1	2
7	Update TxDOT Forms				
a	Form 1002 - PS&E Submission Data			1	1
b	Form 2229 - Significant Project Procedures			1	1
c	Form 1814 - New Special Specifications and Special Provisions			1	1
8	Complete PS&E Stage Gate Checklist		1	1	2
9	Prepare 100% Submittal for City Review & Distribution		2	4	6
10	Prepare 100% Submittal for TxDOT Review		2	4	6
	TOTAL ESTIMATED MAN-HOURS	3	41	109	153
	ESTIMATED LABOR COSTS	\$780	\$6,970	\$14,715	
	TOTAL TASK C				\$22,465
D	Bid Phase Services				
1	Bid Advertisement		2		2
2	Pre-Bid Conference	2	2		4
3	Answer Questions, Prepare Addenda	4	12		16
4	Bid Opening	2			2
5	Bid Tabulation	2	4		6
6	Evaluate & Recommend Bidder	2	4		6
7	Final Plans & Contract Docs for Contractor	1	2	8	11
	TOTAL ESTIMATED MAN-HOURS	13	26	8	47
	ESTIMATED LABOR COSTS	\$3,380	\$4,420	\$1,080	
	TOTAL TASK D				\$8,880
E	Construction Phase Services				
1	Review Contractor Submittals	4	8		12
2	Record Drawings	1	4	16	21
	TOTAL ESTIMATED MAN-HOURS	5	12	16	33
	ESTIMATED LABOR COSTS	\$1,300	\$2,040	\$2,160	
	TOTAL TASK E				\$5,500
TOTAL BASIC SERVICES					\$349,375

EXHIBIT "D"
SPECIAL SERVICES FEE SUMMARY
ALLEN DRIVE ROUNDABOUTS
ALLEN, TEXAS

SPECIAL SERVICES

TASK	TASK DESCRIPTION	LA PRINCIPAL \$190	PROJECT MANAGER \$135	JR. LAND. DESIGNER \$105.00	ADMIN. \$65.00	CONSULTANT LUMP SUM	TOTAL

TASK	TASK DESCRIPTION	SR. PROJ. MANAGER \$202	PROJECT ENGINEER \$127	EIT \$112	ADMIN. \$88	REIMB. EXPENSES LUMP SUM	TOTAL
A	Roundabout Consulting - MSA						
1	Project Meetings and Site Visits	12		4		\$30	\$2,902
2	Project Management and Coordination	12			4		\$2,776
3	Final Design RAB Peer Review (60%, 95%, and 100%)	28	8				\$8,672
4	Public Meeting	20		18	8	\$400	\$8,984
	TOTAL TASK B						\$19,334

TASK	TASK DESCRIPTION	PM (RPLS) \$200	2-MAN GPS FIELD PARTY \$150	SR SURVEYOR (RPLS) \$170	TOTAL
B	Survey				
1	Control Survey		2	1	3
2	Topographic Survey	1	8	4	13
3	Existing ROW Survey	1	2	1	4
	TOTAL ESTIMATED MAN-HOURS	2	12	6	20
	ESTIMATED LABOR COSTS	\$400	\$1,800	\$1,020	
	TOTAL TASK D				\$3,220

TASK	TASK DESCRIPTION	LUMP SUM	DAILY \$1,500	EACH (SEE DESC.)	TOTAL
C	Subsurface Utility Engineering - The Rios Group				
1	Traffic Control		2		\$3,000
2	Deliverable Preparation	\$1,000			\$1,000
3	Quality Level "A" In Pavement (0-4 ft.= \$1150 EA)			1	\$1,150
4	Quality Level "A" Outside Pavement (0-4 ft.= \$950 EA)			1	\$950
5	Quality Level "A" In Pavement (4-8 ft.= \$1450 EA)			1	\$1,450
6	Quality Level "A" Outside Pavement (4-8 ft.= \$1250 EA)			1	\$1,250
7	Quality Level "A" In Pavement (8-12 ft.= \$1750 EA)			1	\$1,750
	TOTAL TASK D				\$10,550

TASK	TASK DESCRIPTION	LUMP SUM
D	Administrative Services	
	HZI Management & QA/QC of Roundabout Consulting	\$1,933
	HZI Management & QA/QC of Subsurface Utility Engineering	\$1,055
	TOTAL TASK E	\$2,988

TASK	TASK DESCRIPTION	LUMP SUM
E	Reimbursable Expenses	\$4,000
	TOTAL TASK F	\$4,000

TOTAL SPECIAL SERVICES	\$40,092
-------------------------------	-----------------

EXHIBIT "E"
BASIC SERVICES FEE SUMMARY
ALLEN DRIVE ROUNDABOUTS
ALLEN, TEXAS

TASK	TASK DESCRIPTION	NUMBER OF SHEETS
a	Cover Sheet	1
b	Index of Sheets	1
c	Project Layout Sheet	3
d	Quantity Summary Sheets	3
e	Traffic Control Plans	
	Traffic Control Typical Sections	6
	Traffic Control Notes	2
	Traffic Control Plan Sheets	58
	Traffic Control Standards	25
f	Roadway Plan Sheets	
	Horizontal Control Sheets	8
	Typical Sections	4
	Removal Plan Sheets	4
	Paving Plan & Profile Sheets	16
	Special Grading Plan Sheets	2
	Roadway Standards	5
g	Bridge Details	
	Removal Plans	1
	Typical Sections	1
	Bridge Deck Modifications	2
	Bridge Railing Modifications	2
	Miscellaneous Details	2
	Bridge Standards	4
h	Sound Wall Sheets	
	Sound Wall Plan & Profile	1
	Sound Wall Typical Sections	1
	Sound Wall Details	2
i	Drainage Sheets	
	Drainage Area Map	1
	Drainage Calculations	1
	Drainage Plan & Profile Sheets	2
	Drainage Details	1
	Drainage Standards	2
j	Utility Relocation Sheets	
	Utility Relocation Plan & Profile Sheets	2
	Utility Standards	2
k	Traffic Sheets	
	Sign Summary Sheet	1
	Illumination Plan Sheets	4
	Striping and Signage Plan Sheets	4
	Traffic Details	1
	Traffic Standards	10
l	Environmental Sheets	
	EPIC Sheet	1
	Erosion Control Plan Sheets	58
	Environmental Standards	4
m	Miscellaneous Sheets	
	Cross-Sections	20
	TOTAL SHEETS	268

EXHIBIT "F"
ALLEN DRIVE ROUNDABOUTS
OPINION OF PROBABLE CONSTRUCTION COST
ALLEN, TEXAS

ITEM NO.	DESCRIPTION CODE	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	TOTAL PRICE
100	6002	PREPARING ROW	25	\$ 2,500.00	STA	\$ 62,500.00
104	6001	REMOVING CONC (PAV)	10,000	\$ 6.00	SY	\$ 60,000.00
104	6036	REMOVING CONC (SIDEWALK)	476	\$ 9.45	SY	\$ 4,498.20
104	6046	REMOVING STR (SCREEN WALL)	180	\$ 20.00	LF	\$ 3,600.00
105	6074	REMOVING STAB BASE AND ASPH PAV (4")	12,100	\$ 3.00	SY	\$ 36,300.00
110	6001	EXCAVATION (RDWY)	3,900	\$ 10.00	CY	\$ 39,000.00
160	6004	FURNISHING AND PLACING TOPSOIL (6")	4,000	\$ 6.00	SY	\$ 24,000.00
162	6002	BLOCK SODDING	4,000	\$ 5.00	SY	\$ 20,000.00
260	6002	LIME (HYDRATED LIME (SLURRY))	291	\$ 175.00	TON	\$ 50,925.00
260	6027	LIME TRT (EXST MATL)(8")	12,100	\$ 3.07	SY	\$ 37,147.00
340	6011	D-GR HMA (SQ) TY-B PG64-22 (4")	5,148	\$ 80.00	TON	\$ 411,840.00
360	6020	CONC PVM (JOINTED-CPCD) (10")	11,000	\$ 100.64	SY	\$ 1,107,040.00
360	6026	CURB (TYPE I)	6,000	\$ 10.00	LF	\$ 60,000.00
416	6002	DRILL SHAFT (24 IN)	100	\$ 125.00	LF	\$ 12,500.00
416	6028	DRILL SHAFT (RDWY ILL POLE) (24 IN)	162	\$ 200.00	LF	\$ 32,400.00
422	6012	BRIDGE MEDIAN (HPC)	1,072	\$ 10.00	SF	\$ 10,720.00
422	6014	BRIDGE SIDEWALK (HPC)	4,020	\$ 10.00	SF	\$ 40,200.00
451	6033	RETROFIT RAIL (TY C223)	588	\$ 250.00	LF	\$ 147,000.00
464	6004	RC PIPE (CL III) (21 IN)	40	\$ 50.00	LF	\$ 2,000.00
465	2100	INLET (COMPL) (TY I)	2	\$ 3,600.00	EA	\$ 7,200.00
465	2104	INLET EXT (TY I)	3	\$ 1,600.00	EA	\$ 4,800.00
496	6002	REMOVE STR (INLET)	2	\$ 750.00	EA	\$ 1,500.00
500	6001	MOBILIZATION	1	\$ 171,333.41	LS	\$ 171,333.41
502	6001	BARRICADES SIGNS AND TRAFFIC HANDLING	18	\$ 7,000.00	MO	\$ 126,000.00
506	6041	BIOGRD EROSN CONT LOGS (12" DIA) INSTALL	1,800	\$ 5.00	LF	\$ 9,000.00
506	6043	BIOGRD EROSN CONT LOGS (REMOVE)	1,800	\$ 1.00	LF	\$ 1,800.00
512	6001	PORT CTB (FUR & INST)	1,000	\$ 45.00	LF	\$ 45,000.00
512	6028	PORT CTB (MOVE)	1,000	\$ 5.00	LF	\$ 5,000.00
512	6049	PORT CTB (REMOVE)	1,000	\$ 10.00	LF	\$ 10,000.00
528	6013	COLORLED TEXTURED CONC (6"-17")	1,330	\$ 136.25	SY	\$ 181,212.50
530	6004	DRIVEWAYS (CONC)	550	\$ 80.00	SY	\$ 44,000.00
531	6003	CONC SIDEWALKS (6")	1,200	\$ 69.75	SY	\$ 83,700.00
531	6010	CURB RAMP (TY 7)	14	\$ 1,800.54	EA	\$ 25,207.56
536	6002	CONC MEDIAN	250	\$ 44.13	SY	\$ 11,032.50
536	6006	CONC MEDIAN (MONO NOSE)	1,800	\$ 118.90	SY	\$ 214,020.00
540	6001	MTL W-BEAM GD FENCE (TIM POST)	135	\$ 20.32	LF	\$ 2,743.20
540	6016	DOWNSTREAM ANCHOR TERMINAL SECTION	1	\$ 1,130.76	EA	\$ 1,130.76
542	6001	REMOVING METAL BEAM GUARD FENCE	80	\$ 2.54	LF	\$ 203.20
544	6001	GUARDRAIL END TREATMENT (INSTALL)	1	\$ 2,495.60	EA	\$ 2,495.60
544	6003	GUARDRAIL END TREATMENT (REMOVE)	1	\$ 236.63	EA	\$ 236.63
610	6011	IN RD ILL AM (U/P) (TY 1) (150W) S	27	\$ 1,500.00	EA	\$ 40,500.00
618	6046	CONDT (PVC) (SCHD 80) (2")	2,600	\$ 10.00	LF	\$ 26,000.00
618	6047	CONDT (PVC) (SCHD 80) (2") (BORE)	200	\$ 25.00	LF	\$ 5,000.00
620	6009	ELEC CONDR (NO. 6) BARE	2,800	\$ 1.33	LF	\$ 3,724.00
620	6010	ELEC CONDR (NO. 6) INSULATED	5,600	\$ 1.50	LF	\$ 8,400.00
624	6002	GROUND BOX TY A (122311) W/ APRON	13	\$ 956.92	EA	\$ 12,439.96
628	6034	ELC SRV TY A 240/480 060(NS)AL(B)SP(U) EA	2	\$ 4,950.00	EA	\$ 9,900.00
644	6001	IN SM RD SN SUP&AM TY10BWQ(1)SA(P)	80	\$ 525.83	EA	\$ 42,066.40
644	6076	REMOVE SM RD SN SUP&AM	26	\$ 130.79	EA	\$ 3,400.54
666	6003	REFL PAV MRK TY I (W) 4" (BRK) (100 MIL)	1,500	\$ 1.10	LF	\$ 1,650.00
666	6006	REFL PAV MRK TY I (W) 4" (DOT) (100 MIL)	460	\$ 1.10	LF	\$ 506.00
666	6012	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	4,800	\$ 1.10	LF	\$ 5,280.00
666	6042	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	800	\$ 5.00	LF	\$ 4,000.00
666	6054	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	15	\$ 107.81	EA	\$ 1,617.15
666	6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	5	\$ 130.49	EA	\$ 652.45
666	6099	REF PAV MRK TY I(W)18"(YLD TRJ)(100MIL)	85	\$ 35.00	EA	\$ 2,975.00
666	6126	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	3,600	\$ 1.10	LF	\$ 3,960.00
666	6224	PAVEMENT SEALER 4"	6,760	\$ 0.10	LF	\$ 676.00
666	6230	PAVEMENT SEALER 24"	800	\$ 2.00	LF	\$ 1,600.00
666	6231	PAVEMENT SEALER (ARROW)	15	\$ 25.00	EA	\$ 375.00
666	6232	PAVEMENT SEALER (WORD)	5	\$ 25.00	EA	\$ 125.00
666	6243	PAVEMENT SEALER (YLD TRJ)	85	\$ 16.65	EA	\$ 1,415.25
677	6001	ELIM EXT PAV MRK & MRKS (4")	2,300	\$ 0.50	LF	\$ 1,150.00
678	6001	PAV SURF PREP FOR MRKS (4")	10,360	\$ 0.25	LF	\$ 2,590.00
678	6008	PAV SURF PREP FOR MRKS (24")	800	\$ 1.30	LF	\$ 1,040.00
678	6009	PAV SURF PREP FOR MRKS (ARROW)	15	\$ 15.75	EA	\$ 236.25
678	6016	PAV SURF PREP FOR MRK (WORD)	5	\$ 20.09	EA	\$ 100.45
678	6022	PAV SURF PREP FOR MRK (18") (YLD TRJ)	85	\$ 6.00	EA	\$ 510.00
4016	6002	NOISE WALL (10 FT)	1,800	\$ 40.00	SF	\$ 72,000.00

EXHIBIT "F"
ALLEN DRIVE ROUNDABOUTS
OPINION OF PROBABLE CONSTRUCTION COST
ALLEN, TEXAS

ITEM NO.	DESCRIPTION CODE	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	TOTAL PRICE
COA	0000	TEMPORARY HMAC (10')	2,932	\$ 25.00	TON	\$ 73,300.00
COA	0002	6" PVC WATER PIPE & EMBEDMENT	40	\$ 90.00	LF	\$ 3,600.00
COA	0002	6" GATE VALVE & VALVE BOX	2	\$ 1,400.00	EA	\$ 2,800.00
COA	0002	INSTALL FIRE HYDRANT & APPURTENANCES	2	\$ 4,349.00	EA	\$ 8,698.00
COA	0002	REMOVE EXISTING FIRE HYDRANTS	2	\$ 577.00	EA	\$ 1,154.00
COA	0002	DELIVER FIRE HYDRANT	2	\$ 250.00	EA	\$ 500.00
COA	0002	12"x6" TAPPING SLEEVE	2	\$ 5,047.00	EA	\$ 10,094.00
COA	0002	CONNECT TO EXISTING WATER MAIN	2	\$ 1,000.00	EA	\$ 2,000.00

SUBTOTAL CIVIL	\$	3,465,321.01
CONTINGENCY (15%)	\$	519,798.15
TOTAL CIVIL	\$	3,985,119.16

OPCC DOES NOT INCLUDE:

- 1 Professional Fees
- 2 Sculpture of other art elements or enhancements
- 3 Modifications to US 75 exit & entrance ramps

HUITT-ZOLIARS

Dallas

2019

HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge	\$265.00
Design Principal	\$240.00
Sr. Project Manager	\$260.00
QA Manager	\$240.00
Project Manager	\$210.00
Sr. Civil Engineer	\$215.00
Sr. Structural Engineer	\$215.00
Sr. Mechanical Engineer	\$190.00
Sr. Electrical Engineer	\$190.00
Civil Engineer	\$170.00
Structural Engineer	\$165.00
Mechanical Engineer	\$155.00
Electrical Engineer	\$155.00
Plumbing Engineer	\$155.00
Engineer Intern	\$120.00
Sr. Architect	\$200.00
Architect	\$160.00
Architect Intern 1	\$ 90.00
Architect Intern 2	\$110.00
Architect Intern 3	\$140.00
Sr. Landscape Architect	\$175.00
Landscape Architect	\$135.00
Landscape Architect Intern	\$100.00
Sr. Planner	\$180.00
Planner	\$160.00
Planner Intern	\$115.00
Sr. Sustainability Professional	\$175.00
Sustainability Professional	\$145.00
Sr. Designer	\$150.00
Designer	\$135.00
Sr. CADD Technician	\$135.00
CADD Technician	\$110.00

Survey

Survey Manager	\$200.00
Sr. Project Surveyor	\$170.00
Project Surveyor	\$150.00
Field Coordinator	\$135.00
Sr. Survey Technician	\$120.00

Survey Crews

1-Person Survey Crew	\$110.00
2-Person Survey Crew	\$150.00
3-Person Survey Crew	\$175.00

Construction

Construction Manager	\$200.00
Resident Engineer	\$155.00
Sr. Project Representative	\$165.00
Resident Project Representative	\$140.00

Administrative

Sr. Project Support	\$ 95.00
Project Support	\$ 75.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2019	2020					
							Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
1	★?	Notice to Proceed		Fri 3/1/19									
2	★	Survey	1 wk	Fri 3/1/19	Thu 3/7/19								
3	★	60% PS&E Design	4 mons	Fri 3/8/19	Thu 6/27/19	2							
4	★	MAPO	6 wks	Fri 3/8/19	Thu 4/18/19	2							
5	★	Quality Review	1 wk	Fri 6/28/19	Thu 7/4/19	3							
6	★	City/TxDOT Reviews	2 wks	Fri 7/5/19	Thu 7/18/19	5							
7	★	95% PS&E Design	3 mons	Fri 7/19/19	Thu 10/10/19	6							
8	★	Quality Review	1 wk	Fri 10/11/19	Thu 10/17/19	7							
9	★	City/TxDOT Reviews	2 wks	Fri 10/18/19	Thu 10/31/19	8							
10	★	100% PS&E Design	1 mon	Fri 11/1/19	Thu 11/28/19	9							
11	★	Quality Review	1 wk	Fri 11/29/19	Thu 12/5/19	10							
12	★	Bidding & Recommendation	1 mon	Fri 12/6/19	Thu 1/2/20	11							
13	★	Award	2 wks	Fri 1/3/20	Thu 1/16/20	12							
14	★	Construction	9 mons	Fri 1/17/20	Thu 9/24/20	13							

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Project: Allen Drive Gateway Pr
Date: Thu 1/24/19

Page 1

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: Allen Drive Gateway Pr

Date: Thu 1/24/19