

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist City in **Denton Drive Infrastructure Improvements** (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render services for 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 Effective Date; Term. This Agreement shall commence on the last date it has been signed by authorized representatives of the Parties, whether on the same document or in duplicate counterparts (“Effective Date”) and continue until completion of the services which shall be not later than **200** calendar days after delivery of a written Notification to Proceed by City to Professional, unless sooner terminated as provided herein.

1.2 Early Termination. Either Party may terminate this Agreement providing written notice to the other Party not later than thirty (30) days prior to the termination date. In the event of such termination Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 Standard of Care. Professional shall perform the services in connection with the Project as set forth in the Scope of Services. Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, 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 architect or engineer, as the case may be.

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

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

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.5 Deliverables.

(a) All documents including but not limited to reports, drawings and specifications, provided or furnished by Professional pursuant to this Agreement are instruments of service in respect to the Project, whether such Project is completed, and shall be the property of the City ("Instruments of Service"). The City shall have, keep and retain all rights, title and interest in and to all Instruments of Service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all Instruments of Service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement. The Professional shall endeavor to omit any information in the Instruments of Service which may constitute trade secrets or copyrighted. If any portion of the documents comprising the Instruments of Service have been previously copyrighted or otherwise protected from disclosure or unauthorized use by the Professional which have previously been prepared by the Professional and which are not created for the sole and specific purpose of this Project, such copyright protections or reservations of rights shall be expressly stated thereon. Professional shall not place any copyright marks on the Instruments of Service.

(b) When such documents are in electronic form, the City shall own copies of data files, text, specifications or drawings for the City's information in its use of the Services. However, due to the potential that electronic information can be modified by the City or other persons, unintentionally or otherwise, Professional reserves the right to remove all indicia of its ownership and/or involvement from each electronic display or file. For documentation purposes, the original computer files will be retained by Professional for a period not to exceed five (5) years after completion of the Services. Thereafter, all such files shall be remitted to the City.

(c) In addition, electronic information created and produced by Professional is considered a part of Professional's instrument of service and will not be used by the City for other

services, for additions to the Scope of Services or for completion of this Scope of Services by another design professional except by agreement or Professional's default.

(d) Any such use or reuse of any Instrument of Service by the City or others without written verification or data adaptation by Professional for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Professional. Notwithstanding the foregoing the City, its contractors and consultants may use the Instruments of Service for the Project.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

2.7 Opinions of Probable Construction Cost. Any opinions or estimates of probable construction costs to be provided under this Agreement are to be made or reviewed based on the Professional's experience and qualifications and represent the Professional's judgment as an experienced and qualified professional. However, since the Professional has no control over the cost of labor, materials, equipment or services furnished by others or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Professional.

2.8 Construction Means, Methods and Safety. Professional is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, methods or health or safety programs at the project site or in connection with the work; or supervising, directing, controlling, or otherwise being in charge of the actual work of the Construction Contractor, its sub-contractors, or other materialmen or service providers not engaged by Professional.

2.9 Mutual Waiver of Consequential Damages. Except for the indemnification provided by the Professional for the City, in no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Article III Schedule of Work

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

3.2 Force Majeure. Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for services already performed,

if such delay is caused by events beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods, strikes, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions (an event of “Force Majeure”), the Party so obligated shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) businesses days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred. In the event that any event of Force Majeure as herein defined occurs, the Professional shall be entitled to a reasonable extension of time for performance of its services under this Agreement.

Article IV Compensation and Method of Payment

4.1 Invoices; Payment. Professional will be compensated in accordance with the lump sum fees set forth in the Scope of Services which shall not exceed \$162,100.00 for Basic Services and shall not exceed \$16,300.00 for Special Services, for a total fee of **\$178,400.00**. Special Services shall be provided on an as needed basis and must have prior written authorization. Unless otherwise provided herein, payment to Professional shall be monthly based on Professional’s monthly progress report, and shall include 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 City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Expenses. Unless otherwise provided in the Scope of Services, 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 Rate Schedule. 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 City.

Article V Devotion of Time; Personnel; and Equipment

5.1 Devotion of Time and Personnel. Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, 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 Engagement of Third Parties. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and obtain written approval from 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 pursuant to this Agreement and shall not otherwise be reimbursed by City unless otherwise provided herein.

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

5.4 Progress Reports and Meetings. Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by City or more frequently as may be required by 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. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with 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 and their respective 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 Dallas 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 only by written agreement signed by all 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 Professional, in satisfying the conditions of this Agreement, is acting independently, and that 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 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. Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. 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, to:

Attn: John Land
Interim City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234
972.919.2518 – telephone
972.919.2514 – facsimile

With a copy to:

Peter G. Smith
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 – facsimile

If intended for Professional:

Michael DeMotte
Teague Nall & Perkins, Inc.
825 Watters Creek Blvd, Ste M300
Allen, Texas 75013
Telephone: (214) 461-9867

6.10 Insurance.

- (a) During the term of this Agreement, Professional shall maintain in full force and effect the following insurance:
 - (i) Commercial general liability policy of insurance for bodily injury, death and property damage including the property of 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 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 City; An Excess / Umbrella policy following form of the underlying policy may be used to satisfy the limits required for Commercial general liability;
 - (ii) Automobile liability insurance policy 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:
 - (i) Except for the Workers Compensation Insurance and Professional Liability policy, name City, its officers, and employees as additional insureds as to all applicable coverage;
 - (ii) Except for the Professional Liability policy, provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance;
 - (iii) A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to City that indicates the insurance company will

provide to 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, Professional shall provide at least thirty (30) days prior written notice to 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. The Commercial General Liability, Automobile and Workmen Compensation policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to City prior to commencement of services. On every date of renewal of the required insurance policies, Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Professional shall within ten (10) business days after written request provide City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to City is a condition precedent to the payment of any amounts due to Professional by 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 Agreement 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 Professional 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 term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform City.
- (c) If this Agreement is financed in whole or in part by Federal and/or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform City of Farmers Branch of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this Section 6.11 is a material representation of fact relied upon by City in entering into this Agreement.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS COUNCIL, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH 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 PROFESSIONAL'S LIABILITY. 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 signed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.


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

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

(Signature Page to Follow)

SIGNED AND AGREED this 12 day of October, 2022.

TEAGUE NALL & PERKINS, INC.

By: 
Michael DeMotte
Director of Engineering Services
Allen Office

SIGNED AND AGREED this _____ day of _____, 2022.

CITY OF FARMERS BRANCH, TEXAS

By: _____
John Land, Interim City Manager

ATTEST:

By: _____
Stacy Henderson, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

DENTON DRIVE INFRASTRUCTURE IMPROVEMENTS

BACKGROUND

Project Description:

The Professional understands that the City of Farmers Branch (City) intends to construct parallel on-street parking along the south side of Pike Street between IH35 and Denton Drive, parallel on-street parking along the west side of Denton Drive between Pike Street and the StarCenter, approximately 1,050 linear feet of 8” sanitary sewer improvements, approximately 635 linear feet of 8” water line improvements, and storm sewer improvements to convey 100-year design flows from the proposed development located at the southwest corner of Pike Street and Denton Drive to Rawhide Creek. The parallel parking improvements will include removal of existing pavement, curb and sidewalks and reconstruction of new pavement and curbs. We understand that no sidewalk improvements are proposed along the parallel parking improvements. The storm sewer improvements will consist of an analysis of the existing system within Denton Drive and development of options for a proposed storm sewer system to convey the development flows. A complete storm sewer design will be prepared for the selected option. The trail and sidewalk improvements along the east side of Denton Drive between Bill Moses Parkway and Pike Street are included under a separate contract. Reference Exhibit B for an illustration of the proposed improvements.

ASSUMPTIONS

In developing the scope of work and associated task budgets discussed in this proposal, Teague, Nall, and Perkins, Inc. (Professional) has made the assumptions outlined below:

1. Local Government Project Procedures and TXDOT involvement in the project review process will not be required.
2. City of Farmers Branch will provide Right-of-Way services (if required), including appraisals, coordination with property owners, negotiation, condemnation, etc.
3. City of Farmers Branch will provide copies of record drawings for existing utilities, roadway and/or structures if available.
4. City of Farmers Branch will provide the signed and sealed contract book for bidding purposes. The Professional will provide any technical specifications, bid proposal, and bid items descriptions as may be required.
5. City of Farmers Branch will provide all available City construction details.
6. City of Farmers Branch will provide daily inspection services during construction.
7. No environmental/archeological permitting services (including cultural resources survey and coordination for Texas Historical Commission permitting, Waters of the US delineation, protected species assessment, Section 404 permitting, and Corps

Environmental Assessment and Environmental Constraints Analysis/NEPA permitting) are included in this Scope of Services.

8. City of Farmers Branch will provide a design survey and boundary of the development property on the southwest corner of Pike Street and Denton Drive. These shall be provided in AutoCAD format. Datum information and surface/grid scaling factor(s) shall also be provided.
9. Any easements necessary for the proposed storm sewer system improvements within the development property or at the outfall to Rawhide Creek will be prepared by others. This can be provided as an additional service if needed.

SCOPE OF WORK

The Professional proposes to provide planning, engineering, and surveying services for the above referenced project. A detailed description of the project scope is provided in the following paragraphs.

BASIC SERVICES

TASK 100: DESIGN SURVEY

Survey Project Limits: See Exhibit C attached for the survey limits.

101. Topographic Design Survey:

- a. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Farmers Branch Survey Benchmark network.
- b. Establish horizontal and vertical project control monumentation.
- c. Locate, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.).
- d. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
- e. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline.
- f. When underground utilities are exposed, tie to project control baseline.

- g. During the process of the topographic survey, available property corner monumentation along the adjacent right-of-way will be located and shown on the topographic survey with a size and material of the found monument.
- h. Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.
- i. A design survey and boundary of the development property on the southwest corner of Pike Street and Denton Drive has been performed by others and provided by the City. This survey data will be incorporated into our base files. No boundary analysis of the development property will be made by a Registered Professional Land Surveyor. Property lines, right-of-way lines, property owners, recording information and addresses will not be researched or established and a property boundary base will not be prepared.

TASK 200: CIVIL ENGINEERING DESIGN

- 201. Provide project management activities as necessary to properly manage the project, including work planning, internal kickoff/QC meeting, periodic internal project progress meetings as required, and providing periodic Project Status Reports (including schedule updates) to City.
- 202. Develop Design Criteria Matrix.
- 203. Review and research previously prepared construction plans, record documents, and other pertinent information related to the project.
- 204. Conduct project kickoff meeting with Professional's project team and City staff.
- 205. Review City master plans, design standards, specifications, construction details, and other pertinent information that may impact the design. Review of documents will include but is not limited to:
 - a. Thoroughfare Design Criteria
 - b. Storm Drainage Design Manual
 - c. Water and Wastewater Design Criteria
 - d. Control Monument Locations
 - e. GPS Control Network
 - f. City of Farmers Branch Access Management Policy
 - g. NCTCOG Standard Specifications and Standard Drawings for Public Works Construction, Fifth Edition
 - h. City Amendments to NCTCOG Standard Specifications and Standard Drawings for Public Works Construction, Fifth Edition
 - i. City of Farmers Branch Thoroughfare Plan
 - j. City of Farmers Branch Trail Master Plan

206. Develop complete and accurate base map in AutoCAD Civil 3D 2020 showing all existing Right-of-Way (ROW), easements, and utilities.
207. Confirm typical sections for all streets within the project limits.
208. Develop horizontal layout of on-street parallel parking at the following locations:
 - a. The south side of Pike Street between IH35 and Denton Drive
 - b. The west side of Denton Drive between Pike Street and the StarCenter
209. Call Texas811 for marking of existing franchise utilities along Pike Street
210. Coordinate with affected utilities such as gas, telephone, cable TV and electric in an attempt to obtain accurate information for the location of their facilities.
211. Add available and collected franchise utility information to the project base files
212. Develop alignment for the proposed sanitary sewer line.
213. Design a storm drain system to support the proposed development on the southwest corner of Pike Street and Denton Drive:
 - a. Review and confirm City standard specifications and details
 - b. Size storm sewer system to comply with the City drainage criteria
 - c. Storm sewer system shall be designed for a 100-year storm event and fully developed flows.
 - d. Analyze various options for the proposed storm sewer system including the following:
 - i. Upsize the existing storm sewer system in Denton Drive
 - ii. Hydraulically connect and parallel the existing system
 - iii. Design an independent storm sewer system to convey the proposed development flows
 - e. Determine starting HGL at Rawhide Creek based on elevations provided by FEMA
 - f. Prepare HGL calculations in spreadsheet format
214. Prepare 30% schematic paving plan roll plots. The horizontal alignment of the proposed sanitary sewer line and water line (Task 500 scope) will be included on the roll plots. This drawing will show the layout of the proposed parking, utility alignments, curb ramps, etc.
215. For the purposes of this proposal, it is assumed that no additional right-of-way and/or easements are necessary for the construction of the proposed improvements. Professional will assess the need for any additional right-of-way and/or easements, based on the proposed improvements and boundary survey, and if needed will prepare a preliminary list of right-of-way parcels and easements necessary to construct the project.
216. Conduct a 30% Internal QC review workshop to review key design concepts (proposed parking layout, constructability, utility issues, etc.), and revise design, as necessary.

217. Submit 30% schematic paving plan roll plot.
218. Conduct a 30% review workshop with City staff to review key design concepts (proposed roadway layout, constructability, utility issues, etc.), and revise design, as necessary.
219. Incorporate comments and feedback from City staff during 30% conceptual design presentation and review meeting.
220. Develop paving plans, including the following:
 - a. Revise horizontal alignment as necessary.
 - b. Establish the existing ground profile for Denton Drive (C/L, right and left ROW), create proposed ground profile (Top of Curb), create assembly and corridor.
 - c. Develop vertical profile for Denton Drive.
 - d. Prepare grading for Pike Street on-street parking improvements. Grading spot elevations will be included on the plans for the Pike Street paving improvements. A profile will not be provided.
 - e. Prepare paving cross sections for Denton Drive improvements at centerline of driveways, cross streets, and at 50' intervals along the road centerline to evaluate grading.
 - f. Design handicap parking spaces and ramps.
 - g. Evaluate sidewalks/curb ramps for ADA Accessibility issues
 - h. Evaluate visibility at intersections
 - i. Utilize the City's standard pavement section. No geotechnical investigation will be performed.
221. Design approximately 1,050 LF of 8" sanitary sewer line from the StarCenter to an existing manhole in Pike Street (Manhole 28MH34 per City GIS), including the following:
 - a. Develop sanitary sewer alignment and profile
 - b. Analyze existing utilities for utility conflicts
222. Storm drain system design:
 - a. Select option based on 30% review
 - b. Create storm sewer alignment and profile for selected option
 - c. Analyze inlet capacity for existing inlet on the west end of Pike Street (no proposed storm sewer system along Pike Street)
 - d. Prepare Drainage Area Map
 - e. Prepare calculation sheets
 - f. Prepare plan and profile sheets for the storm sewer trunk line.
223. Prepare 60% construction plans. Prepare the following sheets at the engineering scale indicated:
 - a. Cover sheet
 - b. General notes sheets
 - c. Project layout control sheet(s). Scale 1"= 50' or larger

- d. Concept Construction Sequencing Plan
 - e. Demolition plan sheet. Scale 1"=20'
 - f. Sanitary sewer line plan & profile sheets. Scale 1"=20'
 - g. Sanitary sewer line detail sheets.
 - h. Water line plan. Scale 1"=20' (Task 500 scope)
 - i. Water line detail sheets. (Task 500 scope)
 - j. Drainage area map. Scale 1"= 100'
 - k. Drainage calculation sheet(s)
 - l. Storm sewer plan & profile sheets. Scale 1"= 20'
 - m. Drainage detail sheets
 - n. Typical pavement section(s) sheet
 - o. Paving plan sheets. Scale 1"= 20'
 - p. Paving cross section sheets (Denton Drive).
 - q. Paving detail sheets
224. Prepare the estimate of construction quantities and statement of probable construction cost.
225. Perform internal 60% QC review of plans and estimate and revise, as necessary.
226. Submit electronic copy on CD and three (3) full-size (24"x36") hard-copy sets of the 60% plans and preliminary statement of probable construction cost to the City for review.
227. Meet with City staff to discuss City comments on 60% plans and cost estimate.
228. Distribute the 60% plans and proposed construction schedule to local utility companies.
229. Incorporate City 60% comments into the plans.
230. Prepare 90% construction plans for proposed improvements. Prepare and/or revise the following sheets at the engineering scale indicated:
- a. Cover sheet
 - b. General notes sheets
 - c. Quantity breakdown sheet(s)
 - d. Project layout control sheet(s). Scale 1"= 50' or larger
 - e. Demolition plan sheet. Scale 1"=20'
 - f. Sanitary sewer line plan & profile sheets. Scale 1"=20'
 - g. Sanitary sewer line detail sheets.
 - h. Water line plan. Scale 1"=20' (Task 500 scope)
 - i. Water line detail sheets. (Task 500 scope)
 - j. Drainage area map. Scale 1"= 100'
 - k. Drainage calculation sheet(s)
 - l. Storm sewer plan & profile sheets. Scale 1"= 20'
 - m. Drainage detail sheets
 - n. Typical pavement section(s) sheet
 - o. Paving plan sheets. Scale 1"= 20'

- p. Paving cross section sheets (Denton Drive).
 - q. Paving detail sheets
 - r. Permanent striping and signage plan sheets. Scale 1"= 20'
 - s. Permanent striping and signage details
 - t. Erosion control detail sheet(s)
231. It is understood that the contractor will prepare traffic control plans and construction sequencing plans for City review during construction. The contractor will also provide an erosion control plan to be incorporated into their SWPPP document. No traffic control, construction sequencing, or erosion control plans are included in the scope of work.
232. Prepare draft copy of bid items, quantities, and descriptions. Prepare any technical specifications not included in NCTCOG standard specifications.
233. Revise the estimate of construction quantities and statement of probable construction cost.
234. Perform internal 90% QC review of plans, specifications, and estimate, and revise, as necessary.
235. Submit electronic copy on CD and two (2) full-size (24"x36") hard-copy set of the 90% plans, special technical specifications, bid items, quantities and descriptions, and statement of probable construction cost to the City for review.
236. Meet with City staff to review City comments.
237. Distribute the 90% plans and proposed construction schedule to local utility companies.
238. Incorporate City 90% plan comments into the plans and bid documents.
239. Prepare 100% construction plans, bid items, quantities and descriptions, technical specifications, and statement of probable construction cost for proposed improvements
240. Submit electronic copy on CD and two full-size (24"x36") hard-copy sets of the 100% plans, special technical specifications, bid items, quantities and descriptions, and statement of probable construction cost to the City.

TASK 300: BID PHASE SERVICES

301. City will post the plans and bid documents to Civcastusa.com.
302. Attend pre-bid conference (conducted by City).
303. Assist City by responding to questions and interpreting bid documents.
304. Prepare and provide the City with addenda to bid documents as necessary.

- 305. City to prepare and provide bid tabulation following the bid opening.
- 306. Provide eight full size (24"x36") and five half size (11"x17") sets of final construction plans to the City for construction. Conformed drawings will also be provided in electronic format.

SPECIAL SERVICES

TASK 400: CONSTRUCTION ADMINISTRATION (Special Service)

- 401. Assist City staff in a pre-construction conference.
- 402. Review all shop drawings and any special design items not covered by a standard detail. City will review all other shop drawings.
- 403. Provide minimal site visits on a requested basis during active construction activity. For the purposes of this proposal we have estimated 3 site visits.
- 404. Provide written responses to requests for information or clarifications.
- 405. Prepare construction "Record Drawings" based upon as-builts and information provided by the construction contractor(s). Submit one blackline set to the City and a CD containing the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date) in PDF and AutoCAD files of all plans.

TASK 500: WATER LINE DESIGN (Special Service)

- 501. Design approximately 635 LF of 8" water line between the IH35 service road, Carrick Street, and the StarCenter. Include callouts for abandonment of the existing 8" water line. Reference Exhibit B for an illustration of the proposed water line improvements.
- 502. Develop alignment for the proposed water line during the 30% phase.
- 503. Prepare the following sheets for the 60% construction plans:
 - a. Water line plan. Scale 1"=20'
 - b. Water line detail sheets.
- 504. Incorporate City 60% water line comments into the plans.
- 505. Submit 90% water line construction plans with the full plan set submittal.
- 506. Incorporate City 90% water line plan comments and submit 100% plans for construction.

507. Incorporate the water line improvements into the OPCC at each project milestone submittal (30, 60, 90, 100).

ADDITIONAL SERVICES

The City of Farmers Branch and Professional agree that the following services are beyond the Scope of Services described in the tasks above; however, Professional can provide these services, if needed, upon written authorization by the City of Farmers Branch. Compensation for Additional Services shall be for an agreed-upon lump sum amount, or as an hourly fee based upon Professional's rate schedule. Additional services may include the following:

- i. Boundary survey;
- ii. Traffic control and construction sequencing plans;
- iii. Erosion control plans;
- iv. Landscape and irrigation design services;
- v. Traffic signal design services;
- vi. Right-of-way and easement acquisition services;
- vii. Subsurface Utility Engineering (SUE) services;
- viii. Construction staking services;
- ix. Geotechnical investigation;
- x. Environmental/archeological permitting services (including cultural resources survey and coordination for Texas Historical Commission permitting, Waters of the US delineation, protected species assessment, Section 404 permitting, and Corps Environmental Assessment and Environmental Constraints Analysis/NEPA permitting);
- xi. NCTCOG coordination;
- xii. Services related to disputes over Contractor prequalification, bid protests, bid rejection, and/or rebidding of the Project;
- xiii. Construction management and inspection services;
- xiv. Performance of materials testing or specialty testing services;

- xv. Services necessary due to default of the Contractor;
- xvi. Services related to warranty claims, enforcement, and inspection after final completion;
- xvii. Services to support, prepare, document, bring, defend, or assist in litigation undertaken by or defended by the City of Farmers Branch (unless said litigation is as a result of Professional's negligence);
- xviii. Flood studies or hydraulic analysis of existing storm drain beyond scope provided in this agreement;
- xix. This project will be designed and constructed as a single phase. Phasing of the construction plans can be provided as an additional service if required;
- xx. Electrical, gas, and franchise utility design and relocation coordination
- xxi. Storm Water Pollution Prevention Plan, unless approved as an additional service;
- xxii. City requested revisions to proposed layout occurring after City acceptance of 30% concept plans;
- xxiii. Tree mitigation plan;
- xxiv. Structural design of screening walls, retaining walls, etc.;
- xxv. Sidewalk and Trail improvements

PROJECT FEES

DENTON DRIVE INFRASTRUCTURE IMPROVEMENTS

Basic Services	Fee Type	Contract Amount (Fee)
TASK 100: DESIGN SURVEY	Lump Sum	\$12,300
TASK 200: CIVIL ENGINEERING DESIGN	Lump Sum	\$144,000
TASK 300: BID PHASE SERVICES	Lump Sum	\$5,800
Total Basic Services Fee:		\$162,100
Special Services		
TASK 400: CONSTRUCTION ADMINISTRATION (Special Service)	Hourly	\$9,300
TASK 500: WATER LINE DESIGN (Special Service)	Lump Sum	\$7,000
Total Special Services Fee:		\$16,300
Total Project Fee:		\$178,400

Attachment B

Teague Nall and Perkins, Inc.

2022 Standard Hourly Rates (vers 040422)

Effective January 1, 2022 to December 31, 2022

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	270.00
Team Leader	260.00
Senior Project Manager	250.00
Project Manager	200.00
Senior Engineer	260.00
Project Engineer	170.00
Engineer III/IV	140.00
Engineer I/II	130.00
Senior Landscape Architect/Planner	200.00
Landscape Architect / Planner	180.00
Landscape Designer	125.00
Senior Designer	165.00
Designer	150.00
Senior CAD Technician	135.00
CAD Technician	120.00
IT Technician	180.00
Clerical	85.00
ROW Manager	220.00
Senior ROW Agent	175.00
ROW Agent	135.00
Relocation Agent	170.00
ROW Admin	90.00
Intern	80.00

Surveying	Hourly Billing Rate
Survey Manager	245.00
Registered Professional Land Surveyor (RPLS)	210.00
Field Coordinator	145.00
S.I.T. or Senior Survey Technician	145.00
Survey Technician	120.00
1-Person Field Crew w/Equipment**	155.00
2-Person Field Crew w/Equipment**	185.00
3-Person Field Crew w/Equipment**	210.00
4-Person Field Crew w/Equipment**	230.00
Flagger	55.00
Abstractor (Property Deed Research)	95.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	420.00
Terrestrial Scanning Equipment & Crew	265.00

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	175.00
Utility Coordinator	160.00

Sr. Utility Location Specialist	165.00
SUE Project Manager	\$200.00
SUE Engineer	\$170.00
Utility Location Specialist	100.00
1-Person Designator Crew w/Equipment***	155.00
2-Person Designator Crew w/Equipment***	180.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	300.00 (4 hr. min.)
Core Drill (equipment only)	790.00 per day
SUE QL-A Test Hole (0 < 8 ft)****	2,200.00 each
SUE QL-A Test Hole (> 8 < 15 ft)****	2,700.00 each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	110.00
Construction Inspector III	120.00
Senior Construction Inspector	140.00
Construction Superintendent	185.00
Senior Project Manager	250.00
Construction Manager	200.00
Senior Construction Manager	250.00
Construction Records Keeper	120.00

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP or provided on the invoice.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2022 and are subject to change in subsequent years.

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

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

EXHIBIT C DENTON DRIVE INFRASTRUCTURE IMPROVEMENTS

