



**AGREEMENT BETWEEN THE CITY OF UNIVERSITY PARK, TEXAS
AND TEAGUE NALL AND PERKINS, INC.
FOR PROFESSIONAL ENGINEERING DESIGN SERVICES**

PROJECT NAME: Snider Plaza from Daniel Avenue to Lovers Lane

CLIENT: City of University Park, Texas
ATTN: Katie Barron, PE, ENV-SP
City Engineer

ADDRESS: 3800 University Blvd
University Park, TX 75205

This Agreement, effective _____, 2020, is entered into by and between the City of University Park, Texas (the **CLIENT**) and Teague Nall and Perkins, Inc., (the **CONSULTANT**), for professional engineering design services (“Agreement”).

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

Article I

SCOPE OF SERVICES

This Agreement will provide for engineering design services for Paving and Storm Drainage replacements for Snider Plaza from Daniel Avenue to Lovers Lane. The project limits include Daniel Avenue, Rosedale Avenue, Milton Avenue, Rankin Avenue, and Westminster Avenue from the Alley west of Snider Plaza to Hillcrest Avenue. All paving including roadway, parking and sidewalks will be replaced within the project limits along with the associated storm drain facilities.

The Scope of Services is included as Attachment ‘A’ and is made a part hereto.

Article II

COMPENSATION to be on a basis of the following:

SCOPE OF SERVICES: The **CLIENT** agrees to pay the **CONSULTANT** fees in accordance with the table below. Fixed Fee items include a total fee for all labor and expense effort required to complete the associated scope of services items. Reimbursable Fee items include a suggested budgetary fee, **not to be construed as a maximum or minimum amount**, for labor and expense effort based on the attached standard rate sheet and as required to complete the associated scope of services items.

Basic Services

A. Surveying Services (fixed fee):	\$ 20,000.00
B. Design Services (fixed fee):	<u>\$505,000.00</u>
Total Basic Services:	\$525,000.00

Special Services

A. Bid Phase Services (reimbursable)	\$ 5,000.00
B. Construction Administration (reimbursable)	\$ 10,000.00
C. ROW/Easement Exhibits (reimbursable):	\$ 22,500.00
D. Quality Level B/C/D SUE (fixed fee):	\$ 6,500.00
E. Quality Level A SUE (reimbursable):	\$ 12,500.00
F. Environmental Services THC (fixed fee):	\$ 2,500.00
G. TAS Plan Review and Inspection (fixed fee):	\$ 2,500.00
H. Lighting Design (fixed fee):	\$ 16,000.00
I. Traffic Signal Improvements (fixed fee)	\$ 43,000.00
J. ROW Acquisition Services (reimbursable)	\$ 54,000.00
K. Reimbursable Expenses (reimbursable):	<u>\$ 21,000.00</u>
Total Special Services:	\$195,500.00

Total, including estimated reimbursable expenses: \$720,500.00

ADDITIONAL SERVICES: Additional Services shall be any service provided by the CONSULTANT which is not specifically included in **BASIC SERVICES** as defined above or delineated in Attachment 'A'. **ADDITIONAL SERVICES** may include, but shall not be limited to:

- a.) Land planning, lot layout and configuration, preliminary plat preparation, final plat preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies and preliminary drainage plans;
- b.) Property research and real property surveying for easements, rights-of-way or plats, not included in the Scope of Services;
- c.) Preparation of real property transfer documents, exhibits or plats, not included in the Scope of Services;
- d.) Participation in real property acquisition not included in the Scope of Services;
- e.) Environmental services;
- f.) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
- g.) Construction staking;
- h.) Resident construction observation; and/or
- i.) Real Estate Appraisal services.
- j.) Landscape Architecture

Additional Services shall be considered additional work and shall be reimbursed at standard CONSULTANT hourly rates or CONSULTANT standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items. Standard CONSULTANT hourly rates are included in Attachment 'B', attached hereto and incorporated herein for all purposes.

PAYMENT TERMS: The CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to the CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.

In the event of a disputed or contested billing by CLIENT, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. CLIENT shall notify CONSULTANT of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the CLIENT receives the invoice. CLIENT shall provide CONSULTANT an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the CONSULTANT, CLIENT shall proceed to process said invoice, or the disputed portion of the invoice. If a dispute is resolved in favor of the CLIENT, CONSULTANT shall submit to CLIENT a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid CLIENT in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. CLIENT agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

Failure of the CLIENT to pay an invoice, for a reason other than upon written notification to the CONSULTANT within sixty (60) days from the date of the invoice shall grant the CONSULTANT the right, in addition to any and all other rights provided, to, upon written notice to the CLIENT, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, CONSULTANT shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to CLIENT, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the *Texas Government Code*. The CLIENT shall not be required to pay any invoice submitted by the CONSULTANT if the CONSULTANT breached any provision(s) herein.

Article III

SCHEDULE: The Scope of Services shall be completed according to the schedule outlined in Attachment 'C', attached hereto and incorporated herein for all purposes.

Article IV

CONTRACT PROVISIONS: This Agreement for Professional Services shall be governed in accordance with the Contract Provisions provided, attached hereto and incorporated herein for all purposes. This Agreement, including Attachments 'A' through 'C', represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

Please execute and return a signed copy for our files. Receipt of an executed copy of this Agreement will serve as notice to proceed. No work shall commence on the Agreement until an executed copy of this Agreement is received by CONSULTANT. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

By: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

By: _____

Michael G. DeMotte, P.E.

Title: Director of Engineering Services

Date: 11/11/2020

PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for CONSULTANT, Inc. to proceed with the work, unless otherwise provided for in this agreement.

2. LABOR COSTS

CONSULTANT, Inc.'s Labor Costs shall be the amount of salaries paid CONSULTANT, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

CONSULTANT, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at CONSULTANT, Inc.'s current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CONSULTANT, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT, Inc.'s administrative costs, as provided herein.

5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT, Inc. has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. CONSULTANT, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. PROFESSIONAL STANDARDS

CONSULTANT, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. CONSULTANT, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or CONSULTANT, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and CONSULTANTS retained for the project and to require all independent contractors and CONSULTANTS retained also to include a similar mediation provision in all

agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO CONSULTANT, INC.

Monthly invoices will be issued by CONSULTANT, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by CONSULTANT. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263.

15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

16. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. PROJECT SITE SAFETY

CONSULTANT, Inc. has no duty or responsibility for project site safety.

18. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

**ATTACHMENT A
SCOPE OF SERVICES**

**ATTACHMENT 'A'
ITEMIZED SCOPE OF SERVICES**

PROJECT DESCRIPTION:

The project consists of the reconstruction of Snider Plaza from Lovers Lane to Daniel Avenue, Westminster Avenue, Rankin Avenue, Milton Avenue, Rosedale Avenue and Daniel Avenue all from the alley west of Snider Plaza to the west side of Hillcrest Avenue. The project will also include intersection improvements of the Daniel/Hillcrest Avenues and Milton/Hillcrest Avenues including pedestrian access along the west side of Hillcrest. Full signal light replacement at Daniel/Hillcrest Avenue is included. The project will include paving and parking improvements to serve the Snider Plaza business complex by incorporating the visioning/conceptual planning previously completed by others. All sidewalks will be reconstructed to the face of the buildings along with raised pedestrian protection islands. ADA accessible routes including ramps, truncated dome warning surfaces, handrails and markings will be provided from accessible parking spots to each building. All storm drain facilities will be replaced within the project limits. The project will include coordinating with other consultants and planners on development of a conceptual plan with public involvement.

BASIC SERVICES:

A. Design Survey

A portion of the project area has been surveyed recently by others, but it is anticipated that additional topographic and boundary survey will be needed to complete the paving and drainage phase of this project. It is assumed that the survey done by others will be provided to CONSULTANT in AutoCAD Civil 3D format and that existing control will be provided and easily found in the field. The limits of the proposed survey will generally include the following:

- Full width survey along Snider Plaza from the north line of Westminster Avenue north to the north right-of-way of Lovers Lane. Survey limits shall extend from right-of-way to right-of-way
- Supplemental survey along Snider Plaza from the north line of Westminster Avenue to the South right-of-way of Daniel Avenue. Limits shall extend from building face to approximately 20 feet out to adjacent curb line.
- Supplemental survey along the side streets of Daniel Avenue, Rosedale Avenue, Milton Avenue, Rankin Avenue, and Westminster Avenue containing approximately 2,500 Linear Feet total from the west right-of-way of Hillcrest Avenue extending west approximately 500 feet. Limits shall extend from building face 20 feet out to adjacent curb line. Limits shall also include the intersection of Hillcrest Avenue and Daniel Avenue.

1. Boundary Analysis Verification:

- a) Title research and deeds obtained for the subject property and the adjoining property owners.

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- b) A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining properties.
- c) A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
- d) A final Property base will be prepared to incorporate into the Topographic Survey.

2. Topographic Design Survey:

- a) Connect to an established horizontal and vertical control network for the project areas. The project has been surveyed and the existing control will be provided to CONSULTANT by others.
- b) Establish/confirm horizontal and vertical project control monumentation.
- c) Supplement existing topographic survey of visible improvements including building finish floors, entry/exit doors, existing landscape/streetscape features, edges of pavements, existing utility structures, and all other visible surface features will be located and shown.
- 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) The property Lines identified by the Boundary Verification will be incorporated into the Design Survey.
- f) Identify the street address of all adjacent properties to the proposed construction and show on drawings

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

B. Schematic Design Phase (30%)

- 1. 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 CLIENT.
- 2. Develop Design Criteria Matrix.
- 3. Review and research previously prepared construction plans, record documents, and other pertinent information related to the project.

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4. Review previous planning exhibits and design concepts to develop a layout that meets current design intent.
5. Conduct project kickoff meeting with CONSULTANT project team and CLIENT staff.
6. 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) Storm Drain Drainage Design Criteria
 - b) Control Monument Locations
 - c) GPS Control Network
 - d) NCTCOG Standard Specifications and Standard Drawings for Public Works Construction, Fifth Edition
 - e) City Amendments to NCTCOG Standard Specifications and Standard Drawings for Public Works Construction, Fifth Edition
7. Develop complete and accurate base map in AutoCAD Civil 3D 2020 showing all existing Right-of-Way (ROW), easements, and utilities.
8. Incorporate 2019 Aerial Imagery into the base files. Imagery to be provided by CLIENT.
9. Develop typical section/layout options (up to three) for the replacement of all pavement within the project limits. Options will provide varying options for locations of curbs, islands, parking, and drainage facilities.
10. Develop horizontal alignment and preliminary vertical grading of the roads, parking, and sidewalks. Horizontal layout will include landscape buffer spaces and pedestrian protection islands in general conformance with the preliminary concept plans previously developed. Establish the existing ground profile (C/L, right and left ROW), create proposed ground profile (Top of Curbs), create assembly and corridor.
11. Develop schematic drainage analysis and storm sewer design, including the following:
 - a) Review and confirm City standard specifications and details
 - b) Incorporate LIDAR contours into base map as necessary to delineate offsite drainage basins draining towards the project area
 - c) Delineate drainage basins/sub-basins
 - d) Determine starting HGL based on record documents or to match current City Criteria as determined in recent drainage study.
 - e) Confirm storm sewer system sizing complies with the City drainage criteria and recently completed design report.
 - f) Analyze street and inlet capacities
 - g) Identify and assess possible Low Impact Development options for incorporation to the project.
 - h) Pipe HGL calculations and the storm sewer vertical profile will not be included on the 30% conceptual design plans
12. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project.

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13. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
14. Prepare 30% schematic paving plan and grading plan on roll plots. The horizontal alignment of the proposed storm sewer will be included on the roll plots.
15. Prepare cross section sheets on 22"x34" sheets.
16. Prepare an estimate of construction quantities and statement of probable construction cost.
17. Conduct a 30% Internal QC review workshop to review key design concepts (proposed roadway grades, proposed cross-sections, drainage design approach, constructability, utility issues, etc.), and revise design as necessary.
18. Conduct a 30% QC review workshop with CLIENT staff and design team to review key design concepts (proposed roadway grades, proposed cross-sections, drainage design approach, **constructability**, utility issues, etc.), and revise design as necessary.
19. Prepare exhibits and presentation for two public meetings to present the project and proposed improvements. The public meeting will involve the following:
 1. Presentation of the steps of the process to that point.
 2. Presentation of the goals of the project.
 3. Presentation of the potential options for the project.
 4. Present positives and challenges associated with each option.
 5. Present impacts of each option on the adjacent properties.
 6. Provide opportunities for feedback from stakeholders.
 7. Compile/organize feedback from stakeholders for incorporation into the project.
 8. Revise concept plans and present compilation of feedback along with revised plans in second public meeting.

C. Preliminary Design Phase (60%)

1. Provide project management activities as necessary to properly manage the project, including periodic internal project progress meetings as required, and providing periodic Project Status Reports (including schedule updates) to CLIENT.
2. Incorporate comments and feedback from CLIENT staff during 30% conceptual design presentation and public meetings.
3. Develop paving/grading design, including the following:
 - a) Confirm typical sections, City specifications, and City construction details
 - b) Evaluate sidewalks/curb ramps and trails for ADA Accessibility issues
 - c) Grading of ramps, walks and parking areas including curbs, walls and ramps
 - d) Parking layout with accessible parking

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- e) Evaluate visibility at intersections
 - f) Evaluate grades at intersections
 - g) Revise horizontal layout as necessary
 - h) Review and finalize proposed vertical profiles, checking for critical points
 - i) Review and finalize paving cross sections
4. Perform drainage analysis and storm sewer design, including the following:
- a) Review and confirm City standard specifications and details
 - b) Revise drainage basins/sub-basins as necessary
 - c) Confirm storm sewer system sizing complies with the City drainage criteria and recently completed design report Prepare inlet and HGL calculations in spreadsheet format
 - d) Prepare calculation sheets
 - e) Prepare plan and profile sheets for storm sewer trunk lines, culverts, and lateral lines
 - f) Evaluate the existing roof drains and develop options for connection to underground storm drain system.
 - g) Incorporate viable Low Impact Development options into the drainage design.
5. Prepare 60% construction plans. Prepare the following sheets at the engineering scale indicated:
- a) Cover sheet
 - b) General notes sheets
 - c) Quantities breakdown sheet(s)
 - d) Project layout control sheet(s). Scale 1"= 100' or larger
 - e) Typical pavement section(s) sheets
 - f) Demolition plan sheets. Scale 1"=20'
 - g) Drainage area map. Scale 1"= 100'
 - h) Drainage calculation sheet(s)
 - i) Storm sewer plan & profile sheets. Scale 1"= 20'
 - j) Drainage detail sheets
 - k) Paving/Parking plan & grading sheets. Horizontal scale 1"= 20', Vertical scale 1"=4'
 - l) Paving cross sections sheets
 - m) Sidewalk paving & grading sheets. Horizontal scale 1"=20' with detail areas at 1"=10'
 - n) Construction sequencing plans
 - o) Paving detail sheets
 - p) Permanent striping and signage plan sheets. Scale 1"= 40'
 - q) Incorporate landscape/streetscape plans from other consultants.
6. Revise the estimate of construction quantities and statement of probable construction cost.
7. Prepare preliminary construction sequencing plans for proposed improvements including all pedestrian facilities. Incorporate landscape/streetscape elements into the construction sequencing.

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8. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric in an attempt to obtain accurate information for the location of their facilities. This will be performed as part of the Special Services - Level 'B', 'C', & 'D' SUE Services.
9. CONSULTANT to perform internal QA/QC review of plans and estimate, and revise as necessary.
10. Submit electronic copy on CD and one full-size (22"x34") hard-copy set of the 60% plans and preliminary statement of probable construction cost to the CLIENT for review.
11. Submit right-of-way parcel exhibits and easement exhibits, as necessary.
12. Meet with CLIENT staff to discuss CLIENT comments on 60% plans and cost estimate.
13. Distribute the 60% plans and proposed construction schedule to local utility companies.
14. Prepare exhibits and presentation for a public meeting to present the project and proposed improvements. The public meeting will involve the following:
 1. Presentation of the steps of the process to that point.
 2. Review of the goals of the project.
 3. Presentation of the proposed improvements for the project.
 4. Present constructability options for the project.
 5. Present impacts on the adjacent properties.
 6. Provide opportunities for feedback from stakeholders.
 7. Compile/organize feedback from stakeholders for incorporation into the project.

D. Pre-Final Design Phase (90%)

1. Provide project management activities as necessary to properly manage the project, including periodic internal project progress meetings as required, and providing periodic Project Status Reports (including schedule updates) to CLIENT.
2. Incorporate CLIENT 60% comments as well as comments from public meeting into the plans.
3. 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 and legend sheets
 - c) Quantities breakdown sheet(s)
 - d) Project layout control sheet(s). Scale 1"= 100' or larger
 - e) Typical pavement section(s) sheets
 - f) Temporary traffic control sheets. Scale 1"= 40' or appropriate legible scale
 - g) Construction sequencing sheets. Scale 1"=40' or appropriate legible scale
 - h) Demolition plan sheets. Scale 1"=20'

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- i) Drainage area map. Scale 1"= 100'
 - j) Drainage calculation sheet(s)
 - k) Storm sewer plan & profile sheets. Scale 1"= 20'
 - l) Drainage detail sheets
 - m) Paving/Parking plan & grading sheets. Horizontal scale 1"= 20', Vertical scale 1"=4'
 - n) Paving cross sections sheets
 - o) Sidewalk paving & grading sheets. Horizontal scale 1"=20' with detail areas at 1"=10'
 - p) Paving detail sheets
 - q) Permanent striping and signage plan sheets. Scale 1"= 40'
 - r) Permanent striping and signage details
 - s) Erosion controls sheets meeting EPA and City requirements. Scale 1"= 40'
 - t) Erosion control detail sheet(s)
4. Prepare draft copy of bid item descriptions and bid documents.
 5. Revise the estimate of construction quantities and statement of probable construction cost.
 6. CONSULTANT to perform internal QA/QC review of plans, specifications, and estimate, and revise as necessary.
 7. Submit electronic copy on CD and one full-size (22"x34") hard-copy set of the 90% plans, special technical specifications, bid item descriptions, bid documents and statement of probable construction cost to the CLIENT for review.
 8. Meet with CLIENT staff to review CLIENT comments.
 9. Distribute the 90% plans and proposed construction schedule to local utility companies.

E. Final Design Phase (100%)

1. Incorporate CLIENT 90% plan comments into the plans and bid documents.
2. Submit four sets of final prints (1 full-size, 3 half-size), three bound copies of the bid documents and one unbound original bid document set to the CLIENT.
3. Distribute the final 100% plans and proposed construction schedule to local utility companies.

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SPECIAL SERVICES:

A. Bid Phase Services

1. Provide project management activities as necessary to properly manage the project, including periodic internal project progress meetings as required, and providing periodic Project Status Reports (including schedule updates) to CLIENT.
2. Assist the CLIENT staff in advertising for bids.
3. Submit a CD of the bid set plans and bid documents in PDF format.
4. Submit one half size (11"x17") set of final prints and one bound copy of the bid documents to the CLIENT designated Material Testing Laboratory.
5. Attend pre-bid conference (conducted by CLIENT).
6. Assist CLIENT by responding to questions and interpreting bid documents.
7. Prepare and provide the CLIENT with addenda to bid documents as necessary.
8. Attend and assist CLIENT staff at the CLIENT bid opening.
9. Provide bid tabulation (Excel) to the CLIENT within four working days of the bid opening.
10. Provide eight full size (22"x34") and five half size (11"x17") sets of final construction plans and six sets of the contract documents to the CLIENT for construction. Conformed drawings will also be provided in electronic format.

B. Construction Administration

1. Provide project management activities as necessary to properly manage the project, including periodic internal project progress meetings as required, and providing periodic Project Status Reports (including schedule updates) to CLIENT.
2. Assist CLIENT staff in a pre-construction conference.
3. Review shop drawings.
4. Provide periodic site visits (up to twice per month during active construction activity) by the design engineer.
5. Provide written responses to requests for information or clarifications.
6. Prepare plan and quantity revisions to process any necessary change orders. The CONSULTANT will prepare the change order and get it executed by the contractor.

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7. Assist the CLIENT staff in conducting the final inspection and issue a punch list to the Contractor if necessary.
8. Recommend final acceptance of work when acceptable.
9. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the CLIENT and a CD containing the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date).

C. Right-of-Way and Easement Surveying

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way and/or easement on a per tract basis. Deliver three (3) reviewed and approved originals to the CLIENT.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the CLIENT.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for other easements on a per tract basis. Deliver three (3) reviewed and approved originals to the CLIENT.
4. Prepared exhibits with the field notes first and drawings second.
5. For the purpose of scope of services up to fifteen (15) easement/right-of-way documents are assumed.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

D. Quality Level 'B/C/D' Subsurface Utility Engineering (SUE) Services

1. Quality Level 'B' through 'D' Utility Information & Designation – CONSULTANT will provide utility information, up to QL-"B", at the following location:
 - i. Snider Plaza from building face to building face starting at the north curb line of Daniel Ave and ending at the south curb line of Lovers Ln. (Approximately 1650' x 115')
2. This work includes:
 - a) Requesting utility records on all crossing utilities from the CLIENT, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be

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based on thorough field and office activities and shall be based on the most reliable indication of position available.

- b) Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, CONSULTANT will search for detectible indications of the location of anticipated subsurface utilities.
- c) Marking all locations that can be validated, using paint, flags or other devices.
- d) Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
- e) Level B/C/D- based on ASCE Standard 38-02 and shall include a PDF and 2d CADD file depicting the subsurface utilities designated signed and sealed by a Professional Engineer.

E. Quality Level 'A' Subsurface Utility Engineering (SUE) Test Holes

1. CONSULTANT will excavate by air-vacuum or other minimally invasive methods up to **5 test holes**, at locations yet to be determined within the project limits in order to identify the exact horizontal & vertical locations of crucial utility. If locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule attached. This work includes:
 - a) Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
 - b) Coordinating with CLIENT, property owner, and/or permitting authorities as needed, permission or rights-of-entry with help from the CLIENT
 - c) Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
 - d) Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than signs and cones additional direct expenses will be charged)
 - e) Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

F. Environmental Services (To be Conducted by Subconsultant)

1. Cultural Resources Desktop Analysis and Texas Historical Commission (THC) Coordination:
Per the requirements of the Antiquities Code of Texas, projects with more than 5 acres or 5,000 cubic yards of ground disturbance require review by the THC. Coordination with the THC will be through the submittal of a desktop analysis, which will provide

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analysis and information pertaining to:

- a) Project location and design
- b) Soils
- c) Topography and geology
- d) Known archeological sites, National Register properties and districts, historic-aged buildings and structures, cemeteries, and historical markers within the project area
- e) Previously conducted archeological surveys within one-mile of the project area
- f) Cultural resources probability assessment
- g) Property ownership through deed chain-of-title research, and
- h) Recommendations

As a result of the coordination, THC comment will be obtained that states whether: A) no further coordination required for the project, B) a historically significant site is present at the project location, or C) a cultural resources survey is necessary due to high cultural resources potential.

G. TAS Plan Review and Inspection (To be Conducted by Subconsultant)

1. The CONSULTANT will review all plan documents in accordance with the rules of the Texas Department of Licensing and Regulation (TDLR). Review will be completed by a Registered Accessibility Specialist.
2. Preliminary reviews will be conducted at 60% and 90% plan submittals with a final review completed when plans are issued for bidding purposes.
3. A final inspection of new construction or altered space will be performed within one year of completion to verify the requirements of the Texas Accessibility Standards have been met.
4. The CONSULTANT will register the project with TDLR.

H. Lighting Electrical Design

The existing street lighting will be removed, and new street and pedestrian lighting will be provided within the project limits. The proposed lighting fixtures and locations will be determined by others. The CONSULTANT will provide a plan that shows the locations of the lights, as designed by others, along with the locations of the conduits, pull boxes, and foundations. Voltage drops will be calculated per industry standards and city standards. Existing services will be modified or relocated to serve the lights. Photometrics will not be calculated.

I. Signal Light Modifications

Signal modifications will be required for the completion of the project at the following locations:

1. Daniel Avenue at Hilcrest Avenue

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- a. Project understanding is that the existing traffic signal including all poles, mast arms, controllers and conduit, service and controller will be replaced.
 - b. Design includes new traffic signal controller, conduits, pull boxes, signal equipment, detection equipment, poles, and foundations. The new signal will also accommodate pedestrians base on new cross walk and ramp locations. The intersection will not be upgraded to APS.
 - c. Sheets will consist of two (2) sheets per intersection. One (1) plan view layout with General Notes, existing traffic signals, proposed signals and noted removals. One (1) design summary sheet with Pole and Foundation Summary, Signal Head Summary, Ground Box Summary and Conduit and Wiring Table.
2. Milton Ave at Hilcrest Ave
- a. Project understanding is that the existing traffic signal service and controller will remain in place. Existing traffic signal mast arms will remain in place. Existing signal detection (Video) will remain in use.
 - b. Design includes new pedestrian signal accommodations based on new cross walk and ramp locations on the west side of Hillcrest Avenue. The intersection will not be upgraded to APS. Push button poles will be installed and cabled to the existing terminal block on existing mast arms for connectivity to the controller.
 - c. Sheets will consist of two (2) sheets per intersection. One (1) plan view layout with General Notes, existing traffic signals, proposed signals and noted removals. One (1) design summary sheet with Pole and Foundation Summary, Signal Head Summary, Ground Box Summary and Conduit and Wiring Table.
3. The following tasks will be completed for the signal modifications:
- a. Attend a kick-off meeting to ensure understanding of the project goals and to collect relevant design data. Also gather information from the CLIENT on signal design format and preferences
 - b. Conduct a field visit to photograph key features of the intersection and to verify items shown in the collected data files.
 - c. CONSULTANT shall prepare and submit one (1) electronic copy in PDF format of the Preliminary Design Plans to the CLIENT for review. Preliminary Design Plans must be approved by the CLIENT prior to commencing with the preparation of Pre-Final Design Plans. Preliminary Design Plans will be prepared by following the steps described below:
 - i. Develop plan sheet for permanent traffic signal improvements based on survey and as-built information.
 - ii. The 60% traffic signal design plans will detail location of poles and foundations, signal cabinet, power source, signal heads, vehicle detectors, and railroad and emergency vehicle pre-emption.
 - iii. Prepare the following plan sheets for the preliminary (60%) design plans:
 1. Traffic Signal General notes

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2. Summary of estimated quantities
3. Traffic signal design plan sheet with existing conditions and removals shown
4. Signal design summary tables and charts
5. City and/or TxDOT standard detail sheets

J. Right-of-Way Acquisition Services

1. General Scope:

- a) CONSULTANT will provide title, appraisal services, negotiation and closing services with respect to the City of University Park's intent to obtain Right-of-way or Easements support the proposed improvements. Services will comply with City of University Park Standards and the requirements of Texas Senate Bill 18.

2. ROW Acquisition Specific Scope:

A. Project Administration

a. Communication

- i. Prepare and deliver monthly invoice for each active Work Authorization to City Staff. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
- ii. Attend status meetings with appropriate City Staff. Date, time and location are determined by City Staff.
- iii. Provide bi-monthly written report to City Staff on the status of service tasks completed and service tasks remaining in order to bring the parcel into possession of the CLIENT. The reporting format will be determined by the City Staff.

b. File Management

- i. Primary project and parcel files will be kept in the CONSULTANT's Office with permanent records transferred to the CLIENT as Office of Permanent Record. The format for type of file folders and document order and placement are determined by City Staff.
- ii. Maintain records of all payments including, but not limited to, warrant number, amount, date paid, etc.
- iii. Maintain copies of all correspondence and contacts with property owners.

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B. Title Services

- a. Secure Ownership & Lien Reports from the Title Company.
- b. The curative services necessary to provide clear title to the CLIENT is the responsibility of the Provider (CONSULTANT).
- c. Cost of curative services must be included in the negotiated fee schedule for this service.
- d. Curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the CLIENT.
- e. The Provider has the responsibility of direct contact with the Title Company to obtain an updated title along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from City Staff.
- f. Any fee related to obtaining certified court documents and fees for recording same shall be direct pass through fees at the exact cost supported by the county courthouse receipts.
- g. Provider shall cause the recordation of all original instruments.

C. Negotiation Services

- a. Analyze preliminary title report to determine potential title problems, propose and inform City Office of methods to cure title deficiencies.
- b. Analyze Dallas County Appraisal District information and confirm the CLIENT's approved value prior to making offer for each parcel. Provider shall attempt to obtain the easements through donation prior to discussing approved monetary offer with landowners.
- c. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail Return Receipt Requested (CMRRR).
- d. Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by the CLIENT.
- e. Any prepared forms will be submitted to the CLIENT for approval.
- f. The written offer and required brochures must be sent to each property owner or the property owner's designated representative through Certified Mail Return Receipt Requested (CMRRR). Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR as support for billing purposes.

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- g. Make at least four (4) diligent attempts to negotiate with each property owner after which negotiations will be considered exhausted.
 - h. Prepare a separate negotiator report for each parcel.
 - i. Copies of working and final file documents may be kept by the Provider (CONSULTANT). Parcel files of original documentation related to the purchase of the real property or property interests will be maintained.
 - j. Receive any counteroffers from the property owner. Evaluate all counters and submit and discuss them with the CLIENT's Project Manager.
 - k. After concurrence of CLIENT Project Manager, prepare final offer letter, and mail the documents of conveyance by Certified Mail Return Receipt Requested (CMRRR).
 - l. Appear and provide Expert Witness testimony as a Provider when requested.
 - m. Issue Property Owner's Survey to the property owner.
- D. Additional Services. The following services are not included in the Basic Services but may be included as an Additional Service. Additional Services shall be considered additional work and shall be reimbursed at the Professional's standard hourly rates or standard rates for items provided in-house.
- a. Title Commitment and Closing Services – Necessary when buying Right of Way in Fee:
 - Secure preliminary title commitment or preliminary title search, and 5-year sales data from Title Company that will be providing title insurance. The charges from the Title Company for the preliminary title commitments will be paid for by the CLIENT.
 - Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions.
 - Secure title insurance for all parcels acquired, insuring acceptable title to the CLIENT. Written approval by the CLIENT required for any exception.
 - The pass through cost of Title Commitments/Title Policy/and closings ranges from \$1,500-\$2,000/parcel.
 - b. Provide Real Estate Appraisal Right-of-Way Services for the project as directed by the CLIENT.

The cost of appraisal services ranges between \$3,000-\$4,000/parcel.
 - c. Provide Condemnation Support Right-of-Way Services for the project as directed by the CLIENT.

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- d. Addition of parcels for acquisition caused by change in design, parcel splits, additional requirements for either enlarged or additional parcels, settlement negotiations after CLIENT accepts eminent domain recommendation or other valid causes approved or required by the CLIENT.

E. Services by the CLIENT

- a. Provide available criteria and full information as to the CLIENT's requirements for the project.
- b. Assist the Provider by placing at its disposal all available data pertinent to the project.
- c. Examine documents submitted by the Provider and render a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the Provider's services.
- d. The Project Manager for the CLIENT shall appoint, in writing, a representative that the Provider shall be entitled to rely upon regarding decisions made by the CLIENT.
- e. CLIENT shall pay all title company invoices directly which will include fees for title commitments, title policies and all other fees related to the closing with the title company.

ASSUMPTIONS FOR AND EXCLUSIONS TO THE SCOPE OF SERVICES:

The following is a list of assumptions, exceptions, and exclusions for this proposed scope of services:

ASSUMPTIONS:

- a) The contractor will prepare the SWPPP NOI if required. A recommended plan for temporary erosion controls is included in this scope.
- b) The contractor will provide construction staking for the project.
- c) CLIENT will provide access to or copies of all relevant information in the CLIENT's possession related to the project (i.e., plans or locations of the water system, sanitary sewer system, storm drainage system, topographic and aerial maps, etc.).

EXCLUSIONS:

- a) Structural design of retaining walls, junction boxes, light pole foundations, or any other structures
- b) Geotechnical engineering services
- c) Offsite storm sewer design and analysis outside of the project limits

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- d) Photometric or coverage study/analysis for street lighting
- e) Electrical, gas, and franchise utility design
- f) Construction Inspections & management
- g) Quality control and testing services during construction
- h) Sanitary Sewer design and analysis
- i) Water and/or Sanitary Sewer studies and modeling
- j) USACE Section 404 permit services
- k) Cultural resources survey (This can be provided as an additional service if deemed necessary by the Texas Historical Commission)
- l) Tree mitigation plan
- m) Any off-site improvements: street improvements, storm sewer improvements, grading improvements, water, or sanitary sewer improvements, etc. that are not defined specifically in this scope
- n) Any off-site studies and design: drainage, water, sanitary sewer, etc. that are not defined specifically within this scope
- o) Project traffic volumes at additional study intersections or roadway links
- p) Collect traffic counts and/or conduct traffic analyses for additional intersections
- q) Conduct traffic analyses for additional scenarios or phased scenarios
- r) Landscape/streetscape design
- s) Irrigation design
- t) Traffic signal timing;
- u) Traffic signal warrant analysis;
- v) Traffic operations analysis;

**ATTACHMENT A
SCOPE OF SERVICES**

	Fee Structure	Amount
BASIC SERVICES		
A. Design Survey	Lump Sum	\$20,000
B. Conceptual Design Phase (30%)	Lump Sum	\$150,000
C. Preliminary Design Phase (60%)	Lump Sum	\$150,000
D. Pre-Final Design Phase (90%)	Lump Sum	\$125,000
E. Final Design Phase (100%)	Lump Sum	\$80,000
Total Basic Services Fee:		\$525,000
SPECIAL SERVICES		
A. Bid Phase Services	Reimbursable	\$5,000
A. Construction Administration	Reimbursable	\$10,000
B. Right-of-Way and Easement Surveying(15 @ \$1,500 each)	Unit Price	\$22,500
C. Quality Level 'B/C/D' SUE Services	Lump Sum	\$6,500
D. Quality Level 'A' SUE Test Holes (5 @ \$2,500 each)	Unit Price	\$12,500
E. Environmental Services		
1. Cultural Resources Desktop Analysis and Texas Historical Commission Coordination	Lump Sum	\$2,500
F. TAS Plan Review and Inspection	Lump Sum	\$2,500
G. Lighting Design	Lump Sum	\$16,000
H. Signal Modification	Lump Sum	\$43,000
I. Right-of-Way Acquisition Services (15 @ \$3,600 each)	Unit Price	\$54,000
Total Special Services Fee:		\$195,500
Direct Cost Reimbursables (3%) (Estimated)		\$21,000
Total Fee:		\$720,500

**ATTACHMENT B
STANDARD FEE SCHEDULE**

TEAGUE NALL AND PERKINS, INC.

2019 - 2020 Standard Hourly Rates

Effective January 1, 2019 to December 31, 2020

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

Surveying	Hourly Billing Rate
Survey Manager	\$230
Registered Professional Land Surveyor (RPLS)	\$195
Field Coordinator	\$140
S.I.T. or Senior Survey Technician	\$140
Survey Technician	\$110
1-Person Field Crew w/Equipment**	\$145
2-Person Field Crew w/Equipment**	\$175
3-Person Field Crew w/Equipment**	\$200
4-Person Field Crew w/Equipment**	\$220
Flagger	\$50
Abstractor (Property Deed Research)	\$90
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$400
Terrestrial Scanning Equipment & Crew	\$250

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STANDARD FEE SCHEDULE**

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	\$165
Utility Coordinator	\$150
SUE Project Manager	\$190
SUE Engineer	\$170
Field Coordinator	\$140
Sr. Utility Location Specialist	\$140
Utility Location Specialist	\$90
1-Person Designator Crew w/Equipment***	\$145
2-Person Designator Crew w/Equipment***	\$170
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$275 (4 hr. min.)
Core Drill (equipment only)	\$750 per day

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

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 CONSULTANT.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CLIENT by CONSULTANT 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 CONSULTANT's billing rates above or cost times a multiplier of 1.10.

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

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

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

**ATTACHMENT C
PROJECT SCHEDULE**

Project Schedule

The schedule provided below is a comprehensive project schedule for design phase only. The schedule for bidding and construction of this project has yet to be determined and will be coordinated with the CLIENT during the design phase of the project. The scope of this contract will be to provide a complete set of design documents for bidding and construction.

Schedule is as follows:

COUNCIL AWARD

11/17/20 Council award of Professional Services Agreement

DESIGN SURVEY

11/23/20 Begin Design Survey (4 weeks)
12/21/20 Complete Design Survey

DESIGN PHASE

11/18/20 – 01/29/21 Conceptual Design Phase (30%)
01/29/21 Conduct Conceptual Design Review Meeting
02/01/21 – 02/26/21 Public meetings
03/01/21 – 05/28/21 Preliminary Design Phase (60%)
05/28/21 Submit Preliminary Design Phase (60%) Plans
05/31/21 – 06/25/21 CLIENT Comments and Public Meeting
07/01/21 – 08/27/21 Pre-Final Design Phase (90%)
08/27/21 Submit Pre-Final Design Phase (90%) Plans
09/17/21 Receive CLIENT Comments on 90% Plans
09/17/21 – 10/01/21 Final Design Phase (100%)
10/01/21 Submit Final Design Phase (100%) Plans for Final Approval

ACQUISITION OF RIGHT OF WAY

07/01/21 – 07/31/21 Prepare ROW and Easement Documents
09/01/21 – 11/01/21 Acquisition of ROW and Easements