

## AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Town of Trophy Club  
Junction Way Improvements  
Topo Survey and Site

**TNP PROJECT NUMBER:** TRO \_\_\_\_\_

**CLIENT:** Town of Trophy Club  
Attn: Wade Carroll

**ADDRESS:** 1 Trophy Wood Drive  
Trophy Club, TX 76262

Town of Trophy Club (CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (CONSULTANT) to perform the following services:

### Article I

#### SCOPE OF BASIC SERVICES:

Provide partial topographic survey of Junction Way extension and site plan exhibits and cost estimates of the proposed roadway improvements, located in Trophy Club, Texas.

### Article II

**COMPENSATION** to be on a basis of the following:

1. **BASIC SERVICES:** The CLIENT agrees to pay the CONSULTANT a fixed fee as shown below:

**Topographic Survey:** Thirteen Thousand Hundred Dollars (\$13,000);

**Junction Way/Parking Lot Study & Schematic Design & Cost Opinion:** Seven Thousand Dollars (\$7,000);

**Civil Engineering:** Twenty Thousand Hundred Dollars (\$20,000);

**BASIC SERVICES** as outlined and according to **Attachment 'A'**.

2. **REIMBURSABLE EXPENSES:** **REIMBURSABLE EXPENSES** will consist of printing, reproduction, CAD plotting costs, mileage, delivery charges, parking fees, submittal fees, and application fees. Standard reimbursable expenses are outlined in Attachment 'C'.
3. **ADDITIONAL SERVICES:** **ADDITIONAL SERVICES** shall be any service provided by the CONSULTANT which is not specifically included in **BASIC SERVICES** as defined. **ADDITIONAL SERVICES** shall include, but shall not be limited to:
  - a.) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
  - b.) Platting;
  - c.) Environmental Assessments;

- d.) Storm Water Pollution Prevention Plan (SWPPP)
- e.) Preparation of Encroachment or Access Agreement;
- f.) Franchise Utility Extensions or Relocations;
- g.) Offsite Public Utility Extensions (Water, Sanitary Sewer, and/or Storm Drainage);
- h.) Water or Sanitary Sewer Study/Modeling;
- i.) Storm Water Detention Design;
- j.) Drainage Studies – Integrated Storm Water Management (iSWM)
- k.) Screen Wall Design;
- l.) Traffic Impact Analysis (TIA), or other engineering studies;
- m.) SUE Services;
- n.) Abstract Services or Easement Research;
- o.) ALTA Survey;
- p.) Permitting;
- q.) LEED Certification Design;
- r.) Trips and meetings beyond a 50-mile radius of Fort Worth;

**ADDITIONAL SERVICES** shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.

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

### **Article III**

**SCHEDULE:** The proposed services shall begin upon authorization to proceed.

### **Article IV**

**CONTRACT PROVISIONS:** Contract provisions are attached hereto and made a part hereof.

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

Approved by CLIENT:

**Town of Trophy Club**

Accepted by CONSULTANT:

**Teague Nall and Perkins, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

*Tom Rutledge*

Title: \_\_\_\_\_

Executive Vice President

Date: \_\_\_\_\_

April 27, 2022

## **ATTACHMENT 'A'**

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services (**BASIC SERVICES**) necessary for the development of the project.

### **SCOPE OF SERVICES:**

#### **TOPOGRAPHIC SURVEY**

Provide a topographic survey of the extension of Junction Way and associated parking lot improvements. The survey will include, but is not limited to, surveying of existing site features and all underground and above ground utilities as available from information provided by DigTESS. Grade elevation contours at 1-foot intervals will be developed with spot elevations on pavements and structures; location of significant trees and an outline of major existing vegetation areas (if applicable). Based on available records, the property is platted and no platting is anticipated. As part of the topographic survey, the boundary will be located from record and by locating property corners. The survey will be generated in AutoCAD 2020.

*Topographic Survey* will include the following items:

- Establish horizontal control points as needed throughout the project.
- Establish vertical benchmarks as needed throughout the project. The elevations will be per the City datum.
- The visible improvements such as fences, buildings, signs, etc. will be located and shown on the survey.
- Elevations obtained within the area outlined in the attached Exhibit
- Visible utilities such as power poles, manholes and valves.
- Prepare a topographic drawing in digital format showing 1-foot contour intervals and the items listed above. The format will be provided in Civil 3D 2020.

#### **JUNCTION WAY/PARKING LOT STUDY & SCHEMATIC DESIGN & COST OPINION**

The scope of work will included preparing a parking lot study and Junction Way extension layout to be reviewed by Town Staff. TNP will develop parking study exhibits and cost estimates based on topographic survey completed. The layout will be developed and provided to the Town for review and approval. In addition to the parking layout, a conceptual opinion of probable construction cost will be developed to estimate the construction costs of the drive extension, parking lot layout and associated improvements.

Upon completion of the Scope of Work, the deliverables identified below will enable the Town to make an informed decision regarding the proposed Junction Way extension and parking lot improvements.

#### **Tasks:**

1. Develop parking lot layout and drive extension options.
2. Facilitate a meeting with the Town staff to review layout and expectations
3. Refine the site design in an effort to determine vehicular traffic flow.
4. Develop construction budgets for the project.

## **SITE CIVIL ENGINEERING**

Scope includes pavement construction for Junction Way and the parking lot around the Town Maintenance Facility. Site engineering will include all demolition, grading, and paving for the limits shown on the exhibit. The approximate limits of the proposed improvements are shown on Attachment 'D'. Consultant will coordinate with the CLIENT regarding accessibility deficiencies that are required to be upgraded to meet current code.

### **Project Deliverables**

- Existing Topographic Plan
- Demo Plan
- Site/Dimensional Control Plan
- Grading Plan
- Drainage Area Map (if required)
- Storm Drain Plan (if required)
- Paving Plan
- Erosion Control Plan
- Civil Details
- Civil Specifications

## **CONSTRUCTION ADMINISTRATION**

The Town will handle all onsite observation and oversight during construction. TNP will review applicable shop drawings, RFI's and assist in any change orders. Upon completion of the project, TNP will prepare a written punch list of all site improvements and assist in a final acceptance of the project.

## ATTACHMENT 'B' PROVISIONS

### 1. AUTHORIZATION TO PROCEED

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

### 2. LABOR COSTS

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

### 3. DIRECT EXPENSES

TNP, 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 TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals, lodging, laboratory tests, computer services, telephone, printing and binding charges times a multiplier of 1.10. 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 TNP, Inc.

### 4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount of 10% (actual cost times a multiplier of 1.10) shall be added to the cost of these services for TNP, Inc.'s administrative costs.

### 5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over construction 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. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### 6. PROFESSIONAL STANDARDS

TNP, 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. TNP, Inc. makes no other warranty, expressed or implied.

### 7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, 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 nonbinding 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 TNP, 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 TNP, INC.

Monthly invoices will be issued by TNP, 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 TNP. 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.

### 11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

### 12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, 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

TNP, Inc. has no duty or responsibility for project site safety. Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

### 18. DRAINAGE CLAUSE

The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

### 19. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

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

**ATTACHMENT 'C'**  
**Teague Nall and Perkins, Inc.**  
**2022 Standard Hourly Rates**  
*Effective January 1, 2022 to December 31, 2022*

<b>Engineering/Landscape Architecture/ROW</b>	<b>Hourly Billing Rate</b>
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

<b>Surveying</b>	<b>Hourly Billing Rate</b>
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
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

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<b>Surveying</b>	<b>Hourly Billing Rate</b>
Flagger	55.00
Abstractor (Property Deed Research)	95.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	420.00
Terrestrial Scanning Equipment & Crew	265.00
<b>Utility Management, Utility Coordination, and SUE</b>	<b>Hourly Billing Rate</b>
Senior Utility Coordinator	175.00
Utility Coordinator	160.00
Sr. Utility Location Specialist	165.00
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
<b>Construction Management, Construction Engineering and Inspection (CEI)</b>	<b>Hourly Billing Rate</b>
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.

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.

\*\*\*\*Does not include Level B Designating effort.

**EXHIBIT 'D'**

