

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Town of Trophy Club
Trophy Club Drive/Bobcat Roundabout
Topographic Survey, Right-of-Way Parcels & SUE
Trophy Club, Texas

TNP PROJECT NUMBER: _____

CLIENT: Town of Trophy Club
Attn: Wade Carroll, City Manager

ADDRESS: 1 Trophy Wood Drive
Trophy Club, TX 76262

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

Article I

SCOPE OF BASIC SERVICES:

Provide Topographic & Boundary Survey for Trophy Club Drive and Bobcat Boulevard Roundabout Intersection Improvements in Trophy Club, Texas as shown in the attached exhibit. A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION: Compensation will be based on the following:

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

Topo Survey: Twenty-five Thousand Dollars (\$25,000);
Subsurface Utility Engineering (SUE): Twenty-five Thousand Dollars (\$30,000);
Right-of-Way Parcels: Twelve Thousand Dollars (\$12,000);

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, 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.) Preliminary Plat;
- c.) Final Plat
- d.) Environmental Assessments;
- e.) Property Rezoning;
- f.) Preparation of Encroachment or Access Agreement;
- g.) Public Street Improvements;
- h.) Franchise Utility Extensions or Relocations;
- i.) Offsite Public Utility Extensions (Water, Sanitary Sewer, and/or Storm Drainage);
- j.) Water or Sanitary Sewer Study/Modeling;
- k.) Storm Water Detention Design;
- l.) Drainage Studies – Integrated Storm Water Management (iSWM)
- m.) Traffic Impact Analysis (TIA), or other engineering studies;
- n.) Abstract Services or Easement Research;

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 or subcontract.

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 within 5 working days of 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

By: _____
 Title: _____
 Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:  _____
 Title: Executive Vice President
 Date: February 7, 2023

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

CONSULTANT shall provide all office and field work necessary to prepare a Topographic Design Survey for Trophy Club Drive and Bobcat Drive.

The Topographic Design Survey will identify topography (one foot contours), visible features and above ground improvements including pavement, structures, fences, trees, sidewalks, and other pertinent features within the project area as necessary for engineering design. A minimum of four (4) benchmarks shall be established within or near the survey corridor for use during the design and construction phases of the project at both sites.

Texas811 will be notified to coordinate marking of underground utilities. However, lacking excavation, the exact location of underground utilities and features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the CLIENT is advised that excavation may be necessary.

CONSULTANT shall provide all office and field work necessary to perform a boundary surveying to establish existing right-of-ways, including the preparation of a Deed Sketch, a thorough field investigation for property corners and boundary analysis under the direct supervision of a Registered Professional Land Surveyor for use in the development of right-of-way taking documents.

All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to the City of Arlington's Geodetic Control Network.

CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

SUBSURFACE UTILITY ENGINEERING (SUE)

The following represents the general understanding between the Client and Engineer regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - Quality Level D (QL-"D") – Generally QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
 - Quality Level C (QL-"C") - Generally QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information. Incorporates QL-"D" information. (Limited in this scope, this scope is to cover underground utility crossings)

- Quality Level B (QL-“B”) – Generally QL-“B”, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-“D” & QL-“C” information.
 - Quality Level A (QL-“A”) - Generally QL-“A”, also known as “locating”, indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-“D” QL-“C” & QL-“B” information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
 3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
 4. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client’s needs can be added as additional work to address concerns of the project impacts of “unknown” facilities.
 5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
 6. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
 7. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
 8. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

SCOPE OF BASIC SERVICES:

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B", for the school sites as defined in the project limits exhibit provided. Project limits will extend to the nearest curb in adjacent street ROW.

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 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, TNP 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. Based on ASCE Standard 38-02 standards, a PDF and 2d CADD file depicting the subsurface utilities designated signed and sealed by a Professional Engineer.
2. Quality Level "A" Utility Test Holes – TNP will excavate by air-vacuum or other minimally invasive methods up to **four (4) QL-"A" test holes** within the project limits in order to identify the exact horizontal & vertical locations of crucial utilities. Unless specified otherwise in this scope, the location of the tests holes will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below. 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 and obtaining any required permits, 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 holes.
 - 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.

SUE Obligation of Client

The Client should:

1. Render assistance when necessary in obtaining permission from utility owners to allow TNP access to pertinent records and facilities.

2. Review the definition of quality levels with the Engineer, Contractor/Constructor and other users of this utility information.
3. Notify TNP within a reasonable time frame of any suspected deficiencies in the utility depictions at the specified quality level discovered prior to or during construction.

SUE Deliverables

1. Level B – AutoCad DWG 2d (DGN) file depicting all Sub-surface Utilities Designated and ASCII Point List
2. Level A – AutoCad DWG 2d (DGN) file showing X, Y and Z w/ depth, a PDF of the same signed and sealed, Utility Summary Sheet, Individual Sheets on Test Holes and ASCII Point List.

ADDITIONAL SERVICES

Additional Services: Additional Services are services and products that are not specifically included in this proposal. These items will be billed in accordance with the Schedule of Fees or a negotiated fee.

Public Utility Coordination: Consultant will assist the Owner in coordination efforts with the public utility companies (electric, gas and telephone) regarding service for the project and identify easement requirements. If during the coordination process, the public utility requires the Owner/Consultant to design the extension or relocation of any public utility, then that effort will be provided as part of the additional services agreement.

Record Drawings: Upon project completion, Consultant will prepare record drawings for the Client based final design plans. If the Engineer is to prepare record drawings based upon marked-up plans provided by the contractor, then a fee can be provided for this Additional Service.

Right-of-Way Documents

It is anticipated that right-of-way documents will be required to extend public improvements outside of the right-of-way. There will be multiple property owners and easement dedication to respective city or utility providers.

- a. Title research and deeds obtained of the subject property and the adjoining property owners.
- b. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
- c. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
- d. 5/8" iron rods with plastic caps "TNP" will be set for property corners where or when necessary.
- e. A metes and bounds description will be prepared, signed and sealed by a Registered Professional Land Surveyor.
- f. A survey sketch will be prepared and signed/sealed by a Registered Professional Land Surveyor.

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

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.

2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

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
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

ATTACHMENT 'B'

Teague Nall and Perkins, Inc.

2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

Surveying	Hourly Billing Rate
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
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.

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 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.

ATTACHMENT 'D'

SITE PLAN

