



Exhibit A



## AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** BEAR CREEK PARKWAY BRIDGE EROSION PROTECTION

**TNP PROJECT NUMBER:** KEL 22154

**CLIENT:** City of Keller

**ADDRESS:** 1100 Bear Creek Parkway  
Keller, Texas 76244

City of Keller (Client) hereby requests and authorizes Teague Nall and Perkins, Inc., (Consultant) to perform the following services:

### Article I

#### SCOPE OF BASIC SERVICES:

Consultant shall provide survey, design, bidding, construction management and construction inspection services for the improvements associated with the Bear Creek Parkway Bridge Erosion Protection project. The project involves erosion protection measures at the Bear Creek Parkway Bridge over Bear Creek between Lakeridge Drive and Watercrest Drive. A graphical depiction of the approximate location and limits of the project is shown depicted on Exhibit 'C'.

A detailed scope of services is included as Attachment 'A' and is made a part hereto.

### Article II

#### COMPENSATION:

Compensation to be on a basis of the following:

1. **BASIC SERVICES:** The Client agrees to pay the Consultant as follows:
  - a. Services associated with Tasks 1, 2, and 3 (engineering analysis, design, plan preparation, and bidding support) shall be performed for the fixed fee amount of **\$130,000**. The services to be provided are further outlined on Attachment 'A'.
  - b. Services associated with Task 4 (Construction Management) shall be performed on a time and expense basis with a not-to-exceed budget of **\$17,900**. This budget is an estimate for the services anticipated but the actual cost for these services may be a lesser or higher amount. However, it is understood that the stated budget amount shall not be exceeded without written authorization from the Client. Reimbursement shall be per the Consultant's standard rate schedule (Attachment 'B'). The services to be provided are further outlined on Attachment 'A'.
  - c. Services associated with Task 5 (Construction Inspection) shall be performed on a time and expense basis with a not-to-exceed budget of **\$21,000**. This budget is an estimate for the services anticipated but the actual cost for these services may be a lesser or higher amount. However, it is understood that the stated budget amount shall not be exceeded without written authorization from the Client. Reimbursement shall be per the Consultant's standard rate schedule (Attachment 'B'). The services to be provided are further outlined on Attachment 'A'.
2. **SPECIAL SERVICES:** The Client agrees to pay the Consultant as follows:

- a. Services associated with Task 6 (Survey Services) shall be performed for the fixed fee amount of **\$18,600**. The services to be provided are further outlined on Attachment 'A'.
  - b. Services associated with Task 7 (Subsurface Utility Engineering) shall be performed for the fixed fee amount of **\$14,500**. The services to be provided are further outlined on Attachment 'A'.
  - c. Services associated with Task 8 (Easement Preparation) shall be performed on a unit price basis with a not-to-exceed budget of **\$2,500**. This budget is an estimate for the services anticipated but the actual cost for these services may be a lesser or higher amount. However, it is understood that the stated budget amount shall not be exceeded without written authorization from the Client. The unit price shall be \$2,500 per easement instrument. The services to be provided are further outlined on Attachment 'A'.
  - d. Services associated with Task 9 (Easement/Right-of-Entry Negotiation Services) shall be performed on a unit price basis with a not-to-exceed budget of **\$5,500**. This budget is an estimate for the services anticipated but the actual cost for these services may be a lesser or higher amount. However, it is understood that the stated budget amount shall not be exceeded without written authorization from the Client. The unit price shall be \$5,500 per parcel. The services to be provided are further outlined on Attachment 'A'.
  - e. Services associated with Task 10 (Environmental Investigations) shall be performed for the fixed fee amount of **\$3,850**. The services to be provided are further outlined on Attachment 'A'.
3. **DIRECT EXPENSES:** The Client agrees to pay the Consultant as follows:
- a. A fee equal to 2% 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. Based on the proposed fees for surveying and engineering services, the anticipated fee associated with direct expenses is **\$4,300**. 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 and is not included in the **\$4,300** budget identified above.
4. **ADDITIONAL SERVICES:** The Client agrees to pay the Consultant as follows:
- a. Services incidental to the project but not within the scope of the Basic Services or the Special Services may be added by the City to the Consultant's responsibilities. These services shall be performed on a time and expense basis. The established budget for these services shall be **\$10,000**. No Additional Services shall be performed without the City's written authorization. Reimbursement shall be per the Consultant's standard rate schedule (Attachment 'B').

**PAYMENT TERMS:** Client shall be billed monthly for services rendered and pay 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.

**FEE SUMMARY:**

**Basic Services**

a. Engineering Services (Task 1, 2, 3):	<b>\$130,000</b>	(Fixed Fee)
b. Construction Management (Task 4):	<b>\$17,900</b>	(Time and Expense)
c. Construction Inspection (Task 5):	<b>\$21,000</b>	(Time and Expense)

**Special Services**

a. Survey Services (Task 6):	<b>\$18,600</b>	(Fixed Fee)
b. SUE (Task 7):	<b>\$14,500</b>	(Fixed Fee)
c. Easement Preparation (Task 8):	<b>\$2,500</b>	(Unit Price)
d. Easement Negotiation Services (Task 9):	<b>\$5,500</b>	(Unit Price)
e. Environmental Services (Task 10):	<b>\$3,850</b>	(Fixed Fee)

**Direct Expenses**

a. Direct Expenses:	<b>\$4,300</b>	(2% Fee)
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**Additional Services Allowance**

b. Additional Services:	<b><u>\$10,000</u></b>	(Time and Expense)
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<b>Total</b>	<b>\$228,150</b>	
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**Article III**

**SCHEDULE:** The proposed services shall begin within 5 working days of authorization to proceed.

It is understood and mutually agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that Consultant’s ability to perform the scope of service is dependent upon timely receipt of information and data from the Client, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the Client become delayed or not provided in a timely manner. It is anticipated that the life of this service agreement will be no more than **12 months** after receiving the authorization to proceed. If necessary and mutually agreed in writing by both parties, the duration of the contract can be extended.

**Article IV**

**SUPPLEMENTAL PROVISIONS:** The attached supplemental provisions are incorporated and made a part of this agreement.

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:

Accepted by Consultant:

**City of Keller**

**Teague Nall and Perkins, Inc.**

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

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

Jonathan Bengfort, PE

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

Title: Director of Engineering Services

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

Date: August 9, 2022

## Supplemental 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 CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

### 3. DIRECT EXPENSES

A fee equal to 3% of labor billings shall be included on each monthly invoice to account for the TNP's direct expenses for the Project. Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to prints, plots, copies, postage, courier services, binding charges, mileage, etc. Any permit fees, filing fees, application fees related to the Project that are paid by the TNP and are not covered by the scope of services shall be reimbursed by the CLIENT at 1.10 times the actual cost.

### 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 TNP, Inc.'s administrative costs, as provided herein.

### 5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, 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. 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 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 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 Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, fax: (512) 440-5715.

### 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.

**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**  
**DESIGN AND CONSTRUCTION SERVICES FOR**  
**BEAR CREEK PARKWAY BRIDGE EROSION PROTECTION**

**City of Keller**

The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the CITY and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

**WORK TO BE PERFORMED**

Consultant shall provide survey, design, bidding, construction management and construction inspection services for the improvements associated with the Bear Creek Parkway Bridge Erosion Protection project. The project involves erosion protection measures at the Bear Creek Parkway Bridge over Bear Creek between Lakeridge Drive and Watercrest Drive.

The following tasks have been identified for inclusion in this scope of services:

- Task 1. Preliminary Analysis and Design
- Task 2. Final Design
- Task 3. Bid Phase Services
- Task 4. Construction Management Services
- Task 5. Construction Inspection Services
- Task 6. Survey Services
- Task 7. Subsurface Utility Engineering
- Task 8. Easement Preparation
- Task 9. Easement/Right-of-Entry Negotiation Services
- Task 10. Environmental Investigations

**TASK 1. PRELIMINARY ANALYSIS AND DESIGN (60%)**

Preliminary plans shall be submitted to CITY per the approved Project Schedule.

CONSULTANT will develop the preliminary design of the infrastructure as follows.

CONSULTANT shall manage the project and,

1.1. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
- Conduct review meetings with the CITY at the end of each design phase.
- Conduct site visits on an as-needed basis for investigations and coordination during the design process.
- Prepare and submit monthly progress reports in the format requested by the CITY.
- Prepare and submit an anticipated Project Schedule. Provide schedule updates as the Project progresses through the design process.
- Coordinate with CITY, franchise utilities, property owners and other agencies and entities for the planning and design of the proposed infrastructure, and provide and obtain information needed to prepare the design.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the CONSULTANT or any of its sub-consultants shall carry readily available information identifying the name of the company and the company representative.

1.3. Data Collection

- In addition to data obtained from the CITY, CONSULTANT will attempt to identify and research proposed improvements by others that may influence the project.
- The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; agencies (AT&T, Oncor, gas companies, etc.), and property ownership as available from the Tax Assessor's office.
- The CONSULTANT shall visit the project site to confirm the existing conditions and elements that may influence the design.

1.4. Scour Analysis

- Perform a scour analysis for the existing bridge structure. The scour analysis shall be completed using HEC-18 methodology.



- Determine the appropriate scour countermeasures including the rock riprap size and the limits of protection.

#### 1.5. Hydraulic Analysis

- Gather the current effective FEMA models as a base model for the analysis. The effective hydrology shall not be updated as part of this project.
- Develop the revised existing, or pre-project model, by updating the effective HEC-RAS model with the topographic survey obtained for this project.
- Develop the proposed, or post-project model, using the revised existing model as the base condition. This model shall be updated with any structural modifications that would change the bridge or pier geometry, or proposed channel improvements.
- A Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) is not anticipated for this project and is not included in this scope of services. Shall a CLOMR or LOMR be necessary, a supplemental agreement shall be needed.
- Develop a hydraulic data sheet to include in the construction plans.
- Develop a hydraulic report summarizing the findings of the hydraulic analysis, the scour analysis, and the recommended scour measures.

#### 1.6. Development of Preliminary Design Drawings and Specifications shall include the following:

- Cover Sheet
- Project Control Sheet with benchmarks and control points.
- General Notes Sheet
- Overall Project Layout Sheet. The overall project layout sheet shall identify the proposed improvements, existing features, and property owner information.
- Hydraulic Calculation Sheet
- Erosion Protection Sheet including, but may not be limited to, the following:
  - Proposed limits of permanent erosion protection measures
  - Proposed riprap size
  - Proposed grading design information
  - Easement and ROW limits
  - Property ownership information
  - Existing utilities
- Construction Access Sheet. The construction access sheet shall show the existing and proposed ROW and easement limits and construction access route/details.
- Bridge Column Protection Plans and Details. The CONSULTANT shall design and prepare construction details for any proposed bridge column protection.
- Rock Riprap and Miscellaneous Details, as needed.

### 1.7. Constructability Review

- Prior to the 60% review meeting with the CITY, the CONSULTANT shall schedule and attend a project site visit with the CITY to walk the project. The CONSULTANT shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

### 1.8. Utility Clearance

- Subsurface Utility Engineering (SUE) services have been included in this scope of services. Please refer to Task 7.
- The CONSULTANT will consult with the applicable CITY's departments and other public utilities, private utilities and government agencies in an attempt to determine the approximate location of above and underground utilities, and other facilities (current and future) that may have an impact or influence on the project. Based on the information obtained, the CONSULTANT will design the proposed facilities in a manner that avoids or minimizes conflicts with existing utilities, and where known and possible, consider potential future utilities in designs. Should it become necessary to adjust an existing utility, this work shall be performed by the owner of the utility or it can be added to this scope of services as an Additional Service.
- The CONSULTANT will contact utility companies and/or 1-800-DIG-TESS to request locates of all utilities within the project limits. Any locates that are marked by others will be incorporated into the design survey and reflected on the plans.
- CONSULTANT shall attend a utility coordination meeting with the CITY and impacted franchise utility companies to review the project and the proposed timing. Plans shall be provided to the franchise utility companies for their use in identifying impacts and coordinating adjustments.

### 1.9. Traffic Control and Phasing

- Traffic Control shall be the responsibility of the Contractor.
- Where deemed appropriate, the plans shall contain notes and requirements for the Contractor directing to how the project shall be phased and how traffic flow shall be accommodated.
- Any overall Project phasing relating to the progression of the various projects within this scope of work shall be provided on the General Notes sheet.

### 1.10. Storm Water Pollution Prevention Plan

- The SWPPP shall be the responsibility of the Contractor.

## ASSUMPTIONS

- It is assumed that the design services will span up to a maximum of six (6) months (Does NOT include construction).
- Meetings: one kickoff meeting, one utility coordination meeting, one submittal meeting, site visits and design coordination meetings on an as-needed basis.
- CONSULTANT shall not proceed with Final Design activities without obtaining the CITY's approval of the Preliminary Design Plans.

## DELIVERABLES

- A. Meeting minutes with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Project schedule with updates
- E. 4 copies of the preliminary design plans will be provided to the City for review.
- F. 2 copies of the draft hydraulic report
- G. Permit Applications/correspondence (e.g. franchise utilities, gas companies, etc.)
- H. Franchise utility coordination drawings
- I. Preliminary opinion of probable cost
- J. Names and addresses of residents and businesses that may be affected by the Project.
- K. Summary of the proposed technical specifications for the Project.

## **TASK 2. FINAL DESIGN (90%) AND FINAL CONSTRUCTION DOCUMENTS (100%)**

Upon approval of the Preliminary plans, CONSULTANT will prepare construction plans as follows:

- 2.1. Development of Final Design Drawings and Specifications shall include the following:
  - The final plans shall include completed versions of all plan sheets associated with the preliminary plan submittal plus the CITY's standard details and any other plan sheets that were identified during the review of the preliminary plans or the development of the final plans.
  - Conduct site visits on an as-needed basis for investigations and coordination during the design process.
  - Proposal, technical specifications and documents not covered by the CITY's standard specifications and contract documents.
  - Final plans, specifications, and hydraulic report shall be submitted to CITY per the approved Project Schedule. Copies of the CITY's preliminary plans comments shall be provided with the submittal.
  - Following a 90% construction plan review meeting with the CITY, the CONSULTANT shall submit Construction Documents (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the CONSULTANT licensed in State of Texas. The specification book shall contain updated proposal pages and all necessary technical specifications as well as copies of all necessary permits and approvals for construction of the project (e.g. TxDOT utility permit, utility crossing permits, easements, etc.)
  - The CONSULTANT shall submit a final opinion of probable construction cost with both the 90% and 100% design packages.
  - Coordinate with the CITY to develop a best-value based competitive sealed proposal selection criteria and format for bidding the Project in accordance with Texas Local Government Code Chapter 2269. Criteria to be used in the selection process can include, but is not limited to:

- Price
- Contractor's experience
- Contractor's performance on similar work
- Contractor's safety record
- Contractor's personnel
- Contractor's financial capacity

## **ASSUMPTIONS**

- Project will be bid as a single construction package.

## **DELIVERABLES**

- A. 4 copies of the 90% design plans and specifications.
- B. 2 copies of the final hydraulic report.
- C. 4 copies of the 100% construction plans and specifications.
- D. 90% and 100% final opinion of probable construction cost including summaries of bid items and quantities.
- E. Three (3) sets of bid document for the CITY's use during the bidding process.

## **TASK 3. BID PHASE SERVICES**

CONSULTANT will provide the following services during the Project's bidding and award phase.

### **3.1. Bid Support**

- Assist the CITY in preparing an advertisement for the construction project.
- Upload the bidding documents to a web-based distribution system such as Civcast.
- Assist the CITY in preparing an agenda and conducting a pre-bid conference.
- Assist the CITY in addressing bidder questions and preparing and distributing any addenda.
- Assist in the bid opening and tabulation of bids.
- Assist the CITY in evaluating the best value criteria and determining the qualifications of prospective contractors and their teams. Provide a letter of recommendation to the City for award of the project.
- Assist the CITY in coordinating with the selected Contractor to compile the necessary bonds and insurance to prepare the contract documents for execution by the CITY and the Contractor.
- Incorporate all addenda into the contract documents and issue conformed sets of plans and specifications for use as the issued for construction documents.

## **ASSUMPTIONS**

- The CITY is responsible for the cost of advertising the project.

- The CONSULTANT will assemble the conformed contract documents and specifications for construction.
- The CONSULTANT will facilitate the distribution of plans through a web-based plan distribution system such as Civcast.
- The bid opening will take place at the City offices. CONSULTANT will be present to assist with the opening and reading of the bids.

## **DELIVERABLES**

- A. Addenda
- B. Bid tabulations and best value analysis
- C. Recommendation of award
- D. Up to 8 sets of Conformed plans and specifications

## **TASK 4. CONSTRUCTION MANAGEMENT SERVICES**

CONSULTANT will provide construction management services for the project as follows.

### **4.1 Construction Support**

- In performing services, CONSULTANT will endeavor to protect the CITY against defects and deficiencies in the work of Contractor. CONSULTANT will report any observed deficiencies to the CITY. CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor
- Assemble the executed contracts with the conformed plans for distribution at the pre-construction meeting.
- The CONSULTANT shall prepare a pre-construction meeting agenda and conduct the pre-construction meeting in conjunction with the CITY. CONSULTANT shall prepare and distribute meeting minutes.
- Maintain a document control process/system for the purpose of tracking and processing the Contractor's submittals, RFI's, change orders, etc., and provide for filing and retrieval of Project documentation, including daily construction reports and tracking corrections to defective work.
- Establish and monitor quality assurance. Notify the CITY of non-conforming work observed by the CONSULTANT or identified by the Project inspector(s). Promptly recommend action to initiate corrective procedures for defective work, and coordinate special materials tests and performance tests needed to obtain a quality PROJECT.
- Provide interpretations and clarifications of contract documents, prepare change orders, and make recommendations as to the acceptability of the work.
- Review the Contractor's monthly pay requests and make recommendations to the CITY regarding acceptance and recommendation for payment.

- Make monthly site visits, generally before or after construction progress meetings. Observe the progress and the quality of work, and attempt to determine if the work is proceeding in accordance with the construction Contract Documents. The CONSULTANT will document any field notes.
- Participate in up to two (2) meetings with the CITY and/or Contractor for the purpose of coordination or to address construction related issues.
- Review samples, catalog data, schedules, shop drawings and modification requests. Produce monthly reports to be distributed at the construction progress meeting indicating the status of all submittals, RFI's and change orders in the review process.
- Review quality related documents provided by the Contractor such as laboratory tests, equipment tests, or-equal submittals and other data and documentation associated with the Project.
- Assist the CITY in processing contract modifications (e.g. change orders) and in the negotiating with Contractor to determine the cost and time impacts of these changes.
- The CONSULTANT shall attend the "Final" project walk through and prepare the final punch list. CONSULTANT shall coordinate with the construction inspector and CITY to confirm that the punch list items have been addressed before issuing any substantial or final completion letters to the CITY.
- The CONSULTANT shall prepare Record Drawings using information provided by the CITY and the Contractor. Record drawings shall consist of a full size (22"x34") blackline copy and a PDF version on CD or flash drive. CONSULTANT shall also provide the CITY with AutoCAD files for the Project, if requested.
- Upon completion of Project, prepare and issue a Letter of Recommendation of Project Acceptance to the CITY that also identifies the start of the Project's warranty period.

## **ASSUMPTIONS**

- The length of construction is anticipated to be a period of three (3) months.

## **DELIVERABLES**

- A. Meeting agenda and minutes
- B. Change orders and field changes
- C. Progress payment recommendation letters
- D. Final punch list
- E. Record drawings
- F. Recommendation of acceptance letter

## **TASK 5. CONSTRUCTION INSPECTION SERVICES**

CONSULTANT will provide construction inspection services for the project as follows.

- Assign qualified staff to provide inspection of the work.

- Document work progress in daily work reports.
  - Confirm and document work performed.
  - Document all project activity inclusive of weather conditions, work items in progress and their locations, and any significant project issues.
- Review Contractor's traffic control set-up for each work site
- Meet with/attend utility meetings to facilitate coordination of contract work with existing utilities within the ROW.
- Facilitate the resolution of any issues arising with the abutting property owners.
- Coordinate Material Testing with the Project's material testing firm.
  - Receive and review test reports
  - Coordinate additional testing where deemed necessary
- Inspect rock riprap placement and bridge column protection
  - Ensure construction plans are followed
  - Ensure specified materials are provided
- Provide response to requests for information from Contractor.
- Review and verify the Contractor's progress report each month prior to processing the Contractor's pay request.
- Assist in the coordination and negotiation for any needs for Field Changes or Change Orders.
- Help the City resolve any Contractor disputes relative to the work.
- Serve as a liaison between the public and City and/or Contractor.
- Participate in the substantial completion walk-thru and prepare a final punch list prior to acceptance of the Project.
- Advise the City of the status of Contractor's progress on punch list.
- Witness pressure testing and sampling of the water lines.

## **ASSUMPTIONS**

- The length of construction is anticipated to be three (3) months.

## **DELIVERABLES:**

- A. Copies of Daily Work reports
- B. Copies of material testing reports
- C. Support documentation for RFI's, change orders and field changes
- D. As-built plans

## **TASK 6. SURVEY SERVICES**

CONSULTANT will provide surveying services for the project as follows.

### **6.1. Design Survey**

- CONSULTANT will perform field surveys to collect horizontal and vertical elevations and other information needed by CONSULTANT in design and preparation of plans for the project. Topographic survey will be performed for an approximately 3.5-acre site at the intersection of Bear Creek Parkway and Big Bear Creek. The survey will identify topography (one foot contours), visible features and above ground improvements including pavement, curbs, fences, sidewalks, rip-rap, bridge columns, deck, bents, beams, and other pertinent features within the project area as necessary for engineering design. Horizontal control points and vertical benchmarks will be established within or near the project area for future use during design and construction.
- 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 NAVD88 datum as derived from RTK observations. Orthometric heights will be calculated by applying the Geoid 12B model to ellipsoid heights.
- 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.

### **6.2. Right-of-Way and Easements**

- It is anticipated that a majority of the survey associated with this project can be accomplished from within public right-of-way or existing public easements. Where determined necessary, the CONSULTANT will work with the CITY and coordinate with property owners to obtain right of entry for the survey activities.
- Perform property research and obtain deeds for the properties adjacent to the proposed improvements.
- Sufficient right-of-way and/or property corners will be located to determine the existing right-of-way and/or property lines within the project area as necessary for a Registered Professional Land Surveyor to develop survey documents for one (1) temporary construction easement.

### **6.3. Construction Staking Services**

- CONSULTANT shall provide the Contractor with an AutoCAD file that includes the alignments as well as the Project's control point and benchmark information.
- It is assumed that the Contractor will be responsible for performing the construction staking for the Project. If requested, the CONSULTANT shall provide the CITY with an Additional Services proposal for performing the construction staking.

## **ASSUMPTIONS**

- A comprehensive tree survey is not part of the scope of services.
- Construction staking to be performed by the Contractor.



## **DELIVERABLES**

- A. Deed sketch
- B. AutoCAD file containing the project layout with dimensions and coordinate list.

## **TASK 7. SUBSURFACE UTILITY ENGINEERING (SUE)**

CONSULTANT will provide SUE services for the project as follows.

### **7.1. SUE Services**

- Research and coordination (Level C and D SUE) for the purpose of identifying the utilities that are within or adjacent to the project limits is included with Task 1 (Preliminary Design).
- CONSULTANT shall perform Level B SUE for the approximately 3.5-acre project site at the intersection of Bear Creek Parkway and Big Bear Creek. The CONSULTANT anticipates approximately 2 critical utility crossings warranting Level A test holes/locating.
- SUE work will be performed in compliance with CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".
- Flagging and markings from the Level B efforts will be field surveyed and transferred to the project base map to aid in the design.
- Each test hole will be field surveyed and transferred to the project base map to aid in the design. Vertical information from the test hole will be plotted in the design profiles to facilitate the determination of the vertical alignments of the Project's proposed water lines and other subsurface elements.
- The results of the Project's SUE efforts will be incorporated into the Project's base map and be reflected in the plan sheets as applicable. Separate sealed SUE drawings will also be prepared and included in the Project's construction documents.

## **ASSUMPTIONS**

- The Project will involve Level B SUE for approximately 3.5 acres and 2 Level A test holes.

## **DELIVERABLES**

- A. SUE drawings
- B. AutoCAD file containing the results of the SUE investigations.

## **TASK 8. EASEMENT PREPARATION**

CONSULTANT will provide easement preparation services for the project as follows.

### **8.1. Right-of-Way and Easements**

- It is anticipated that the majority of the proposed improvements shall be contained within existing ROW and/or easements. However, preparation of one temporary construction

easement is included in the scope of this project. Preparation of easements and/or ROW documents above and beyond one shall be considered an Additional Service.

## **ASSUMPTIONS**

- No more than one easement document will be required.

## **DELIVERABLES**

- A. Easement exhibit and legal description

### **TASK 9. EASEMENT/RIGHT-OF-ENTRY NEGOTIATION SERVICES**

CONSULTANT will provide easement/right-of-entry negotiation services for the project as follows.

#### 9.1. Project Administration

- Create and maintain a project status spreadsheet detailing all aspects of the easement/right-of-entry scope.
- Research, download and review latest parcel data from Tarrant County Appraisal District (TAD) for properties affected by project.

#### 9.2. Negotiation Services for Temporary Right-of-Entry (TROE) and Temporary Construction Easement (TCE)

- Analyze Tarrant County Appraisal District information and research the property owner's contact information. Verify contact information by communicating with landowner.
- Prepare and send the letter transmitting the TROE for our survey and SUE field work for landowner signature.
- Any prepared forms will be submitted to the City for approval.
- Once the area of the TCE has been determined, prepare and send the letter transmitting the TCE for landowner signature.
- Make at least four (4) diligent attempts to negotiate with the property owner after which negotiations will be considered exhausted.

#### 9.3. Services by the City

- Provide available criteria and full information as to the City's requirements for the project.
- Assist the Provider by placing at its disposal all available data pertinent to the project.
- 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.
- The Project Manager for the City shall appoint, in writing, a representative that the Provider shall be entitled to rely upon regarding decisions made by the City.

- City 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**

- Negotiation services for TROE and TCE for one parcel.

## **TASK 10. ENVIRONMENTAL INVESTIGATIONS**

CONSULTANT will provide environmental services for the project as follows.

### **10.1. Waters of the United States Delineation**

- CONSULTANT will provide professional services to delineate all waters of the United States, including wetlands, within the 3.5-acre project site. CONSULTANT's wetland ecologist will delineate the jurisdictional limits of the streams based on 33 Code of Federal Regulations (CFR) 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, CONSULTANT will digitize these waters of the United States for use by the client for planning, impact calculation, and illustration purposes. This delineation will be provided for inclusion in the engineering plans to avoid and minimize impacts to waters of the United States (if any are present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered waters of the United States.

### **10.2. Section 404/Nationwide Permit Assessment**

- After the delineation is completed, CONSULTANT will utilize this delineation to evaluate the proposed site plan to determine compliance with Section 404 of the CWA, specifically the NWP program. CONSULTANT will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next CONSULTANT will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, CONSULTANT will document how the proposed project complies with each of these conditions. CONSULTANT will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report.

## **ASSUMPTIONS**

- This scope of services is to identify and locate the boundaries of all water features and define whether or not they would be regulated waters of the United States. This scope of services does not provide any potential Section 404 permit services that could be related to the Project.

## **DELIVERABLES**

Delineation and permit assessment report.

## **ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES**

CITY and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Preparation of easement and/or ROW documents beyond those listed in the scope of services.
- Negotiation of easements or property acquisition including temporary right-of-entries beyond those listed in the scope of services.
- Geotechnical services.
- Subsurface Utility Engineering (SUE) services beyond those listed in the scope of services.
- Preparation of detailed traffic control or phasing plans.
- Section 404 permitting services.
- CLOMR/LOMR services.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services beyond those listed in the scope of services.
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to Survey Construction Staking beyond those listed in the scope of services.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Public outreach support and public meeting attendance.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

**Attachment 'B'**  
**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

<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.

# Bear Creek Parkway Bridge Erosion Protection

Exhibit 'C' - Project Limits

Approximate Project Limits

