

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Denton Independent School District
Denton High School No. 4
Offsite Pedestrian Pathway Plan Design
Engineering

TNP PROJECT NUMBER: DSD 13266-10

CLIENT: Denton I.S.D.
Attention: Glen Martin

ADDRESS: 230 North Mayhill
Denton, Texas 76208

Denton I.S.D. (CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (CONSULTANT) to perform the following services:

Article I

SCOPE OF BASIC SERVICES:

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

Article II

COMPENSATION to be on the basis of the following:

1. **BASIC SERVICES:** The CLIENT agrees to pay CONSULTANT a budget with an hourly not to exceed:

Pedestrian Pathway Plan Engineering Services: Fifty Thousand Dollars (\$50,000)

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

2. **REIMBURSABLE EXPENSES** will consist of printing, reproduction, CAD plotting costs, mileage, delivery charges, parking fees, submittal fees and application fees. Standard Rates for reimbursable expenses are identified 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.) Trips and meetings beyond a 50-mile radius of Fort Worth;
- c.) Topographical Survey;
- d.) ALTA Survey;
- e.) Preliminary Plat of Final Plat;
- f.) Zoning applications or exhibits;
- g.) Environmental Assessments;
- h.) Storm Water Pollution Prevention Plan (SWPPP) – Erosion Control Plan is included
- i.) Preparation of Easements or ROW documents;
- j.) Preparation of Encroachment or Access Agreement;
- k.) Geotechnical Engineering;
- l.) Public Street Improvements;
- m.) Franchise Utility Extensions or Relocations;
- n.) Offsite Public Utility Extensions (Water, Sanitary Sewer, and/or Storm Drainage);
- o.) Water or Sanitary Sewer Study/Modeling;
- p.) Drainage Study;
- q.) Detention Pond Design;
- r.) Screen Wall Design;
- s.) Traffic Impact Analysis (TIA), or other engineering studies;
- t.) SUE Services;
- u.) Abstract Services or Easement Research;
- v.) Construction Staking

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 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:

Denton Independent School District

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By: _____

Title: _____

Date: _____

By: _____

Tom Rutledge

Title: _____

Principal

Date: _____

December 31, 2015

ATTACHMENT 'A'

SCOPE OF SERVICES

PROJECT DESCRIPTION

Provide Engineering services for the design of a pedestrian pathway plan along SH380 east and west of Navo Road. The limits of the pathway plan were presented in the supplemental Traffic Impact Analysis (TIA) presented to all parties in March 2015.

Provide design plans on 11"x17" sheets (per TxDOT requirements) to Town of Little Elm and assist Town as necessary to obtain TxDOT permit for improvements.

Provide contract documents and assist in bidding and award of project.

Consultant will attend preconstruction meeting and provide support to meet with the contractor in the field and address any RFI's or Change Orders. TNP will review submittals and shop drawings as part of the civil scope of work.

ATTACHMENT 'B' PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in a separate written authorization.
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**
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 and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.
4. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.
5. **ENGINEER'S OPINION OF PROBABLE COST**
Any cost estimates provided by TNP, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures TNP, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
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 CLIENT's community, 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 30 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. **ARBITRATION**
All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or TNP, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization shall include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
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.
11. **LIMITATION OF LIABILITY**
TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to the amount covered under TNP's professional liability for errors and omissions.
12. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. CLIENT will pay for additional services as indicated in attached Basis of Compensation or as negotiated.
13. **SALES TAX**
In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above-proposed fee. Sales tax at an 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, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.
15. **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.
16. **PROJECT SITE SAFETY**
TNP, Inc. has no duty or responsibility for project site safety during construction.
17. **DRAINAGE CLAUSE**
TNP, Inc. In the performance of its services may be required to assess the impact of the Project on neighboring property owners. 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.

ATTACHMENT 'C'
TEAGUE NALL AND PERKINS, INC.

Standard Rate Schedule for Time and Expense Contracts
Effective January 1, 2015 to December 31, 2015*

CONSULTANT /Landscape Architecture/ROW	From	-	To	
Principal	\$190	-	\$240	Per Hour
Team Leader	\$155	-	\$220	Per Hour
Senior Project Manager	\$160	-	\$225	Per Hour
Project Manager	\$110	-	\$175	Per Hour
Senior CONSULTANT	\$180	-	\$225	Per Hour
Project CONSULTANT	\$95	-	\$160	Per Hour
CONSULTANT III/IV	\$105	-	\$125	Per Hour
CONSULTANT I/II	\$85	-	\$105	Per Hour
Landscape Architect / Planner	\$110	-	\$190	Per Hour
Landscape Designer	\$70	-	\$100	Per Hour
Senior Designer	\$105	-	\$130	Per Hour
Designer	\$100	-	\$120	Per Hour
Senior CAD Technician	\$85	-	\$110	Per Hour
CAD Technician	\$60	-	\$100	Per Hour
IT CONSULTANT	\$95	-	\$155	Per Hour
Clerical	\$50	-	\$80	Per Hour
Resident Project Representative	\$75	-	\$120	Per Hour
ROW Manager	\$95	-	\$130	Per Hour
Senior ROW Agent	\$90	-	\$125	Per Hour
ROW Agent	\$75	-	\$100	Per Hour
Senior Utility Coordinator	\$85	-	\$115	Per Hour
Utility Coordinator	\$70	-	\$95	Per Hour
Intern	\$40	-	\$60	Per Hour

Surveying

Survey Manager	\$150	-	\$200	Per Hour
Registered Professional Land Surveyor (RPLS)	\$130	-	\$160	Per Hour
Field Coordinator	\$90	-	\$110	Per Hour
S.I.T. or Senior Survey Technician	\$65	-	\$110	Per Hour
Survey Technician	\$65	-	\$100	Per Hour
1-Person Field Crew w/Equipment**	\$120			Per Hour
2-Person Field Crew w/Equipment**	\$145			Per Hour
3-Person Field Crew w/Equipment**	\$165			Per Hour
4-Person Field Crew w/Equipment**	\$190			Per Hour
Flagger	\$40			Per Hour
Abstractor (Property Deed Research)	\$85			Per Hour

Subsurface Utility CONSULTANTing (SUE)

Hourly Rate

SUE Project Manager	\$185	
SUE CONSULTANT	\$160	
Sr. Utility Location Specialist	\$95	
Utility Location Specialist	\$75	
1-Person Designator Crew w/Equipment	\$115	
2-Person Designator Crew w/Equipment	\$135	
2-Person Vacuum Excavator Crew w/Equipment	\$220	(Travel and Stand-by)
SUE QL-A Test Hole (0 ≤ 4 ft)***	\$900	per hole
SUE QL-A Test Hole (>4 ≤ 6 ft)***	\$1,100	per hole
SUE QL-A Test Hole (>6 ≤ 8 ft)***	\$1,310	per hole
SUE QL-A Test Hole (>8 ≤ 10ft)***	\$1,530	per hole
SUE QL-A Test Hole (>10 ≤ 12ft)***	\$1,770	per hole
SUE QL-A Test Hole (>12 ≤ 14ft)***	\$2,000	per hole

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 calendar year 2014 and are subject to change in subsequent years.

** Equipment may include Truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Pricing includes 2-Person crew, designating for excavation, vehicle costs, and field supplies.

ATTACHMENT 'C'

TEAGUE NALL AND PERKINS, INC.

Standard Rate Schedule for Time and Expense Contracts

Reimbursed Direct Cost Items

Effective January 1, 2015 to December 31, 2015*

Direct Cost Reimbursables

Photocopies:	\$0.154/sf \$0.7701/sf	letter, legal and 11" x 17" size bond paper, B&W letter, legal and 11" x 17" bond paper, color
Prints:	\$0.154/sf	letter, legal and 11" x 17" bond paper, B&W & color
Plots:	\$0.154/sf \$0.50/sf \$1.00/sf	11" x 17" size bond paper, B&W & color 22" x 34" and larger bond paper or vellum, B&W & color 22" x 34" and larger mylar or acetate, B&W
Mileage	\$0.56/mile	
Plans on CD	\$20/each	