

## AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Aledo ISD  
High School MPF & Ag Facility Additions  
Site Engineering and Landscape Architecture  
Aledo, Texas

**TNP PROJECT NUMBER:** ALO 23xxx

**CLIENT:** Aledo ISD  
Attn: Chris Campbell

**ADDRESS:** 1008 Bailey Ranch Road  
Aledo, Texas 76008

Aledo 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:**

Provide Civil Engineering, and Landscape Architecture Services for additions to the High School MPF and Ag Facility located in Aledo, 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:

#### Engineering

**Civil Engineering Design: Thirty-Five Thousand Dollars (\$35,000);**

**Civil Construction Administration: Ten Thousand Dollars (\$10,000)**

#### Landscape Architecture

**Landscape & Irrigation Design: Ten Thousand Dollars (\$10,000);**

**Landscape Construction Administration: Four Thousand Dollars (\$4,000)**

**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.) ALTA Survey;
- c.) Zoning Exhibits;
- d.) Platting (Preliminary, Final, or Re-Plat);
- e.) Surveying or SUE Services;
- f.) Environmental Assessments;
- g.) Geotechnical Engineering;
- h.) Abstract Services or Easement Research;
- i.) Preparation of Easements or ROW documents, Encroachment or Access Agreement;
- j.) SWPPP;
- k.) Offsite Public Utility Extensions (Water, Sanitary Sewer, and/or Storm Drainage);
- l.) Water or Sanitary Sewer Study/Modeling;
- m.) Drainage Studies – Integrated Storm Water Management (iSWM);
- n.) CLOMR/LOMR/LOMR-F;
- o.) Traffic Impact Analysis (TIA), or queuing study;
- p.) Engineering study/engineering services not described in **BASIC SERVICES** or Attachment 'A';
- q.) Detention Pond Design;
- r.) Public Improvement Plans

**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:

**Aledo Independent School District**

Accepted by CONSULTANT:

**Teague Nall and Perkins, Inc.**

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

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

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

By: Michael Wilson

Title: Principal

Date: June 26, 2023

## ATTACHMENT 'A'

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

### **Project Description**

The project consists of additions to the existing Multi-Purpose Facility (MPF) and Ag Facility, as well as all associated site improvements. Site improvements will include extension of concrete fire lane around the MPF, all necessary retaining walls, and water, sewer, and drainage improvements to serve the new additions.

### **SCOPE OF SERVICES**

#### **Civil Engineering Design**

##### **Project Deliverables**

- Demo Plan
- Site Plan
- Dimensional Control Plan
- Grading Plan
- Drainage Area Map & Site Drainage Plan
- Water & Sanitary Sewer Plan
- Paving Plan
- Erosion Control Plan
- Civil Details
- Project Specifications

Demo Plan: A demolition plan will be prepared showing all existing improvements that will be removed for the proposed building additions and associated site improvements. TNP will coordinate with the Owner/Architect on items to be removed and determine if anything will be salvaged.

Site Plan: The Owner's Architect will lay out the site during the schematic design phase. Once approved, TNP will take the layout beginning with the design development phase and maintain the site plan and update throughout the completion of the construction documents. TNP will study the final site plan with respect to fire hydrant and fire lane coverage and make the necessary modifications to comply with the Fire Code.

Site Dimensional Control Plan: A computer generated horizontal control plan will be prepared based on the Site Plan. The Architect will provide building footprints in a digital format compatible with AutoCAD 2020 for use by TNP. TNP will be responsible for developing coordinates on all building envelope corners for staking purposes.

Site Grading Plan: A grading plan will be prepared showing proposed finished floor, site and paving elevations. All necessary grading and spot elevations will be included. Retaining walls to a maximum height of four feet will be included and will be designed based on the recommendations provided by the Geotechnical Engineer. Any retaining walls required above the height of four feet will need to be designed by a Structural Engineer.

Drainage Area Map and Private Storm Drainage Plans: On-site storm drainage plans will be prepared in accordance with local government requirements. Plans will cover all storm drain structures and pipes necessary to provide adequate drainage for the site. The design will also include any roof drain connections (if required) to within five feet (5') of the buildings. Design or evaluation of any off-site drainage infrastructure or detention pond design shall be considered an additional service. The City is requiring an evaluation of the existing flood plain on the east side of the property. That effort is being performed under a separate agreement.

On-Site Water and Sanitary Sewer Plans: On-site water and sewer plans will be prepared in accordance with local government requirements. Plans will cover all service extensions necessary to provide domestic services and fire sprinkler lines to within five feet (5') of the building. Size of lines required for domestic water service and fire sprinkler service shall be in accordance with that specified by the MEP and fire sprinkler consultants.

Paving Plan: A paving plan will be prepared showing areas of proposed pavement and sidewalks, along with construction details. Paving and sidewalk sections will be based on recommendations provided by the Geotechnical Engineer. All necessary plans, details and specifications for construction of on-site improvements will be included as part of this scope of work.

Erosion Control Plan: An erosion control plan will be prepared in accordance with local government guidelines. The successful bidder (contractor) will be required to supply and submit a formal SWPPP to the TCEQ as owner and operator of the construction project.

Civil Technical Specifications: Specifications for work performed by TNP will be prepared in a format acceptable to the CLIENT.

## **Landscape and Irrigation Design**

TNP will prepare design and construction documents for the planting and irrigation of the Project. City of Aledo landscape ordinances/requirements shall be met with the planting and irrigation design. Low maintenance and drought tolerant plantings shall be proposed. Other District campus landscapes of similar sized shall be reviewed and their landscape assessed when choosing an appropriate plant palette for the Project. Irrigation design shall utilize components standard to the District and provide water conservation flexibility when managing the irrigation system.

### **Project Deliverables**

- Landscape Plans
- Irrigation Plans
- Landscape and Irrigation Details
- Project Specifications

## **Civil/Landscape Construction Administration**

Construction administration will include the following:

- Attend pre-con meeting
- Review shop drawings and submittals related to site work construction.
- TNP is responsible for return delivery to Architect.
- Answer contractor requests for information (RFI's) during construction.
- Assist Architect in preparation of any required site work changes.
- Upon substantial completion, prepare written punch list for noncompliant items.
- Prepare record drawings based on contractor record drawings.

# 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*

<b>Engineering/Landscape Architecture/ROW</b>	<b>Hourly Billing Rate</b>
Principal or Director	\$290
Team Leader	\$275
Senior Project Manager	\$270
Project Manager	\$230
Senior Engineer	\$280
Project Engineer	\$180
Senior Structural Engineer	\$285
Structural Engineer	\$200
Engineer III/IV	\$160
Engineer I/II	\$135
Senior Landscape Architect/Planner	\$280
Landscape Architect / Planner	\$200
Landscape Designer	\$140
Senior Designer	\$185
Designer	\$160
Senior CAD Technician	\$150
CAD Technician	\$120
IT Technician	\$180
Clerical	\$85
ROW Manager	\$250
Senior ROW Agent	\$185
ROW Agent	\$145
Relocation Agent	\$185
ROW Admin	\$100
Intern	\$80

<b>Surveying</b>	<b>Hourly Billing Rate</b>
Survey Manager	\$290
Registered Professional Land Surveyor (RPLS)	\$250
Field Coordinator	\$155
S.I.T. or Senior Survey Technician	\$150
Survey Technician	\$130
1-Person Field Crew w/Equipment**	\$160
2-Person Field Crew w/Equipment**	\$190
3-Person Field Crew w/Equipment**	\$215
4-Person Field Crew w/Equipment**	\$235
Flagger	\$60
Abstractor (Property Deed Research)	\$100
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$450
Terrestrial Scanning Equipment & Crew	\$280

# ATTACHMENT 'C'

Teague Nall and Perkins, Inc.

2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

<b>Utility Management, Utility Coordination, and SUE</b>	<b>Billing Rate</b>
Senior Utility Coordinator	\$180
Utility Coordinator	\$160
SUE Field Manager	\$180
Sr. Utility Location Specialist	\$180
Utility Location Specialist	\$110
1-Person Designator Crew w/Equipment***	\$155
2-Person Designator Crew w/Equipment***	\$200
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$320 (4 hr. min.)
Core Drill (equipment only)	\$800 per day
SUE QL-A Test Hole (0 < 8 ft)****	\$2,300 each
SUE QL-A Test Hole (> 8 < 15 ft)****	\$2,800 each

<b>Construction Management, Construction Engineering and Inspection (CEI)</b>	<b>Hourly Billing Rate</b>
Construction Inspector I/II	\$110
Construction Inspector III	\$135
Senior Construction Inspector	\$150
Construction Superintendent	\$185
Construction Manager	\$220
Senior Construction Manager	\$270
Construction Records Keeper	\$120

## **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 2023 and are subject to change in subsequent years.

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

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

**ATTACHMENT 'D'**  
**Concept Site Plans**  
**Ag Barn Expansion**



**MPF Expansion**

