

## AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Andy Brown Park East Pond Restoration

**TNP PROJECT NUMBER:** CPL 23001

**CLIENT:** City of Coppell, Texas  
**ADDRESS:** Mr. Adam Richter, Assistant Director of Parks and Recreation  
 255 Parkway Blvd.  
 Coppell, TX 75019

\_\_\_\_\_ (the **CLIENT**) hereby requests and authorizes Teague Nall and Perkins, Inc., (the **CONSULTANT**) to perform the following services:

### Article I

**SCOPE:** Provide engineering and surveying services for the Andy Brown Park East Pond Restoration Project in Coppell, TX.

Based on input received from the City of Coppell staff, and observations made during a visit to Andy Brown Park East, the two ponds and canal banks at Andy Brown Park East are experiencing bank erosion in isolated areas. The proposed solution includes bank restoration along with limited permanent retaining wall to protect the banks along the park's performance pavilion.



The project includes the following:

- Approximately 600 Linear Feet of Retaining Wall Improvements
- Approximately 1,000 Linear Feet of Grading and Bank Restoration

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:

- A. The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee of \$93,730 which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contract completed during the billing period.
- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:
- 1.) Land planning, lot layout and configuration, preliminary plat preparation, final plat preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies and preliminary drainage plans;
  - 2.) Property research and real property surveying for easements, right-of-ways or plats;
  - 3.) Preparation of real property transfer documents, exhibits or plats;
  - 4.) Participation in real property acquisition;
  - 5.) Construction staking; and/or
  - 6.) Construction inspection.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis, as described above.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'B' Standard Rate Schedule. A fee equal to 3% of Additional Service 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 the CONSULTANT.

- D. 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.

- E. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-1'.

### **Article III**

**SCHEDULE:** The proposed services shall begin within 10 working days of authorization to proceed. A project schedule is included as Attachment 'C' and made a part hereto.

### **Article IV**

**CONTRACT PROVISIONS:** The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "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 CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

**City of Coppel, TX**

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

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

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

Accepted by CONSULTANT:

**Teague Nall and Perkins, Inc.**

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

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

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

**Firm Contact Information:**

Teague Nall Perkins, Inc  
5237 N. Riverside Drive, Suite 100  
Fort Worth, Texas 76137  
817-336-5773  
Contact: Zach Graves



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601  
Texas Board of Architectural Examiners Firm No. BR 2673

## CONTRACT PROVISIONS

### 1. AUTHORIZATION TO PROCEED

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

### 2. DIRECT EXPENSES

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.

### 3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

### 4. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT 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. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### 5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

### 6. TERMINATION

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

### 7. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT 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.

### 8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT 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.

### 9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

### 10. 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.

### 11. 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, (512) 440-7723.

### 12. 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.

### 13. 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.

### 14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

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

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (I) at any time supervise, direct, control, or

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have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

**16. OWNER RESPONSIBILITY**

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

**17. SITE VISITS**

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

**18. CHOICE OF LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

**19. DOCUMENTS**

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

**20. ATTORNEY FEES**

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**21. MISCELLANEOUS**

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



## ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

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

**A. TOPOGRAPHIC SURVEY** – ENGINEER will perform a topographic survey of the pond and canal area within Andy Brown Park East as described below:

- 1) CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey for the east pond at Andy Brown Park East. The Survey will consist of approximately 600 linear feet of the west bank of the east pond with the corridor being a minimum of 50 feet into the park area and 50 feet into the pond. In addition, the survey will consist of approximately 1,250 linear feet of the existing canals and west pond bank with the corridor being a minimum of 50 feet into the park area and 10 feet into the pond.
- 2) The Survey will identify topography (one foot contours), visible features and above ground improvements including buildings, pavement, curbs, fences, trees, sidewalks, landscaped areas, and other pertinent features within the project area as necessary for engineering design. Benchmarks will be established within or near the project areas for use during the design and construction phases of the project.
- 3) 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 Coppell's Geodetic Control Network.
- 4) 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.

**B. ENGINEERING SERVICES** – ENGINEER shall prepare plans, specifications, and cost opinions for the pond restoration project:

1. Preliminary Construction Plans (60%): Prepare a single set of construction plans, depicting the proposed improvements to the pond. At a minimum, the plans shall include the following:
  - a) Cover Sheet
  - b) General Notes, as applicable
  - c) Survey Control Layout
  - d) Plan Layouts, depicting:
    1. Proposed pond grading & bank stabilization
    2. Proposed retaining wall armoring limits
    3. Proposed retaining wall section

4. Notes and criteria for construction
  - e) Retaining wall details
  - f) Miscellaneous details
  - g) Construction standards (if needed)
2. Final Sealed Construction Plans (100%): Based on City prioritization, the CONSULTANT shall divide the construction plans into as many as three (3) separate sealed bid packages. All three sealed bid packages will be delivered together.
3. Contract Documents: Prepare up to three (3) bid specifications documents for the pond restoration project.
4. Cost Opinion: Prepare an Engineer's Opinion of Probable Construction Cost (OPCC) for the Project, to accompany the 60% (Preliminary) and 100% (Final Sealed) deliverables.
5. Bidding Services:
  - a) Assist the CITY in preparing up to three (3) advertisements for the construction project. Upload the bidding documents to a web-based distribution system such as Civcast.
  - b) Assist the CITY in addressing bidder questions. Assistance with addenda as needed if bidder questions result in revisions to the plans.
  - c) Assist in up to three (3) bid openings and tabulations of bids.
  - d) Contractor Selection – Assist CITY in securing a contractor to perform the proposed improvements, including soliciting bids, contractor qualification verification, and recommendations for award of the project.
6. Construction Phase Services:
  - a) Incorporate all addenda into the contract documents and issue up to three (3) conformed sets of plans and specifications for use as the issued construction documents.
  - b) Perform periodic visits to the site and respond to the Contractor's inquiries & RFI's regarding the proposed improvements. Construction inspection is not included in the Scope of Services.

## 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 submittal meeting, site visits and design coordination meetings on an as-needed basis.
- CONSULTANT shall not proceed with 100% Design activities without obtaining the CITY's approval of the 60% Design Plans.
- It is assumed that the design will be delivered as a single entity, but the project divided up into as many as three (3) separate bid packages. The division of the project into separate bid sets will be based on City prioritization.

- It is assumed that the City may require Bidding Services and Construction Phase Services for up to three (3) separate bidding cycles.

#### **DELIVERABLES**

- A. Meeting minutes with action items
- B. Monthly invoices & progress reports
- C. Project schedule with updates
- D. Electronic submittals. No hardcopies needed.
- E. Conceptual Opinion of Probable Cost
- F. 60% Draft Construction Plans and up to three (3) 100% Final Bid Document sets



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

CLIENT 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 CLIENT'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, but are not limited to, the following items:

1. Property research and real property surveying for easements, preparation of preliminary, final or rights-of-way or plats; preparation of real property transfer documents, exhibits
2. Easement and/or ROW acquisition services
3. Tree surveys (location of trees and identification of tree types and sizes)
4. Drainage studies or preliminary drainage plans not specifically outlined in the Scope of Services
5. Subsurface utility engineering (SUE)
6. Geotechnical services
7. Environmental services
8. Archeological or historical studies (i.e., cultural resource evaluations)
9. Section 404 Permitting, including Nationwide Permits (NWPs), Individual Permits (IPs) and Pre-Construction Notifications (PCNs), other than those specifically listed in the Special Services
10. Design of water and/or sanitary sewer lines or relocations
11. Preparation of a storm water pollution prevention plan document
12. Construction staking
13. Construction management and inspection services, not specifically outlined in the Scope of Services
14. Performance of materials testing or specialty testing services
15. Additional bidding cycles, beyond the bid procurements detailed in the scope of services.

# ATTACHMENT 'B' STANDARD RATE SCHEDULE

Effective January 1, 2024 \*

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00

Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00
3-Person Field Crew w/Equipment**	\$225.00

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4-Person Field Crew w/Equipment**	\$245.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

#### Hourly Billing Rate

#### Utility Management, Utility Coordination, and SUE

Senior Utility Coordinator	\$190.00
Utility Coordinator	\$170.00
SUE Field Manager	\$190.00
Sr. Utility Location Specialist	\$180.00
Utility Location Specialist	\$135.00
1-Person Designator Crew w/Equipment***	\$165.00
2-Person Designator Crew w/Equipment***	\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum)	\$335.00
Core Drill (equipment only – per day)	\$830.00
SUE QL-A Test Hole (0 < 8 ft; cost per each)***	\$2,400.00
SUE QL-A Test Hole (> 8 < 15 ft; cost per each)***	\$2,900.00

#### Hourly Billing Rate

#### Construction Management, Construction Engineering and Inspection (CEI)

Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

#### Direct Cost Reimbursables

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 2024 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 'B-1' SAMPLE INVOICE

### Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive  
Suite 100  
Fort Worth, TX 76137  
817-336-5773

Adam Richter  
**City of Coppell**  
255 Parkway Blvd  
Coppell, TX 75019

Invoice number  
Date

### Andy Brown Park Pond Restoration CPL 23001

Professional services rendered for the month ending June 30, 2025

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Basic Services</b>	93,730.00	10.00	9,373.00	0.00	9,373.00
Total	93,730.00	10.00	9,373.00	0.00	9,373.00

Invoice total **9,373.00**

*Please show project number on all payments of this statement*

## **ATTACHMENT 'C'**

### **PROJECT SCHEDULE**

The CONSULTANT shall endeavor to accomplish the work in accordance with the following schedule:

1. Perform field surveys, data collection and conceptual design in 25 calendar days from Authorization to Proceed by Client and survey permission letter by property owner(s), whichever occurs latest.
2. Draft construction documents in 60 calendar days from completion of topographic field survey and geotechnical investigation.
3. Final construction documents in 40 calendar days from approval of draft construction documents.