

ADDISON ON BROOKHAVEN APT. WATER
SYSTEM IMPROVEMENTS

**EXHIBIT A
FIELD NOTES
Water Line Easement**

Being a 0.170 acre tract of land (Part A) and a 0.053 acre tract of land (Part B), situated in the Noah Good Survey, Abstract No. 520, located in the City of Addison, Dallas County, Texas, and being a portion of a tract of land conveyed to Northland Southwest Five Limited Partnership, as described in deed recorded in Volume 98084, Page 682, Deed Records of Dallas County, Texas, same being the revised final plat of Millcreek Apartments, as shown on plat recorded in Volume 76235, Page 2248, Map Records of Dallas County, Texas. Said tracts of land being more particularly described by metes and bounds as follows:

"PART A"

Commencing at a 1/2 inch iron rod found on the east right of way line of Brookhaven Club Drive (a 100 feet right of way), same being on the west line of a tract of land conveyed to The Lemmons Co., as described in deed recorded in Volume 2002212, Page 5261, Deed Records of Dallas County, Texas, from which a 1/2 inch iron rod found at the northeast corner of said Millcreek Apartments Tract, bears South 89°46'15" East, 351.97 feet;

Thence South 26°18'00" West, along said east right of way line, a distance of 512.89 feet to the **Place of Beginning**;

Thence departing said east right of way line, over and across said Millcreek Apartments Tract, the following courses and distances:

- South 64°48'16" East, a distance of 68.06 feet to a point for corner;
- North 89°48'33" East, a distance of 227.82 feet to a point for corner;
- South 00°11'27" East, a distance of 15.00 feet to a point for corner;
- South 89°48'33" West, a distance of 20.91 feet to a point for corner;
- South 00°11'27" East, a distance of 190.71 feet to a point for corner;
- South 44°48'33" West, a distance of 7.07 feet to a point for corner;
- South 89°48'33" West, a distance of 10.00 feet to a point for corner;
- North 00°11'27" West, a distance of 195.71 feet to a point for corner;
- South 89°48'33" West, a distance of 195.30 feet to a point for corner;
- North 64°48'16" West, a distance of 71.72 feet to a point for corner;

Thence North 26°18'00" East, along said east right of way line, a distance of 15.00 feet to the **Place of Beginning** and containing 0.170 acre of land, more or less.

"PART B"

Commencing at a 1/2 inch iron rod found on the east right of way line of Brookhaven Club Drive (a 100 feet right of way), same being on the west line of a tract of land conveyed to The Lemmons Co., as described in deed recorded in Volume 2002212, Page 5261, Deed Records of Dallas County, Texas, from which a 1/2 inch iron rod found at the northeast corner of said Millcreek Apartments Tract, bears South 89°46'15" East, 351.97 feet;

Thence South 26°18'00" West, along said east right of way line, a distance of 558.90 feet to the northeast corner of a called 21.516 acre tract of land conveyed to S2S Greenhaven Associates, L.P., as described in deed recorded in Volume 2001238, Page 7681, Deed Records of Dallas County, Texas;


Thence South 00°00'12" West, departing said east right of way line, along the common line of said S2S Greenhaven Associates Tract and said Millcreek Apartments Tract, a distance of 1072.13 feet to the **Place of Beginning**;

Thence departing said common line, over and across said Millcreek Apartments Tract, the following courses and distances:

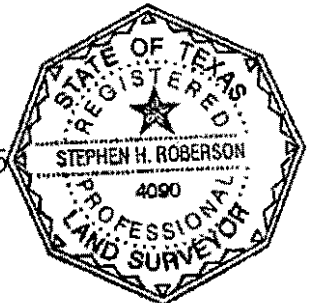
- South 89°54'32" East, a distance of 9.67 feet to a point for corner;
- South 00°44'28" West, a distance of 42.78 feet to a point for corner;
- South 89°14'59" East, a distance of 69.71 feet to a point for corner;
- North 00°14'08" West, a distance of 38.07 feet to a point for corner;
- North 44°45'52" East, a distance of 24.75 feet to a point for corner;
- North 00°14'08" West, a distance of 27.20 feet to a point for corner;
- South 89°29'53" East, a distance of 15.00 feet to a point for corner;
- South 00°14'08" East, a distance of 26.15 feet to a point for corner;
- South 44°45'52" West, a distance of 31.82 feet to a point for corner;
- South 00°14'08" East, a distance of 43.41 feet to a point for corner;
- North 89°34'34" West, a distance of 75.87 feet to a point for corner;
- South 00°42'13" West, a distance of 2.63 feet to a point for corner;
- South 89°45'52" West, a distance of 12.96 feet to the said common line;

Thence North 00°00'12" East, along said common line, a distance of 55.27 feet to the **Place of Beginning** and containing 0.053 acre of land, more or less.

Prepared from a survey performed in the month of February 2005.


STEPHEN H. ROBERSON, R.P.L.S. NO. 4090

DATE: 10/05/2005

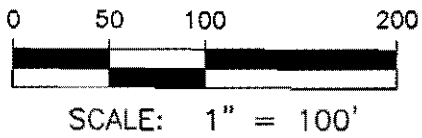


Bearings are based on the north line of the revised final plat of Millcreek Apartments, recorded in Volume 76235, Page 2247, M.R.D.C.T.

See Sheets 2 and 2 for sketch.

EXHIBIT B

THE LEMMONS CO.
VOL. 2002212, PG. 5261
D.R.D.C.T.



PLACE OF COMMENCING

S89°46'15"E 351.97'

1/2"IRF

NOTES:

- Bearings are based on the north line of the revised final plat of Millcreek Apartments, recorded in Volume 76235, Page 2247, M.R.D.C.T.
- Integral parts of this survey:
 - Legal Description
 - Sketch

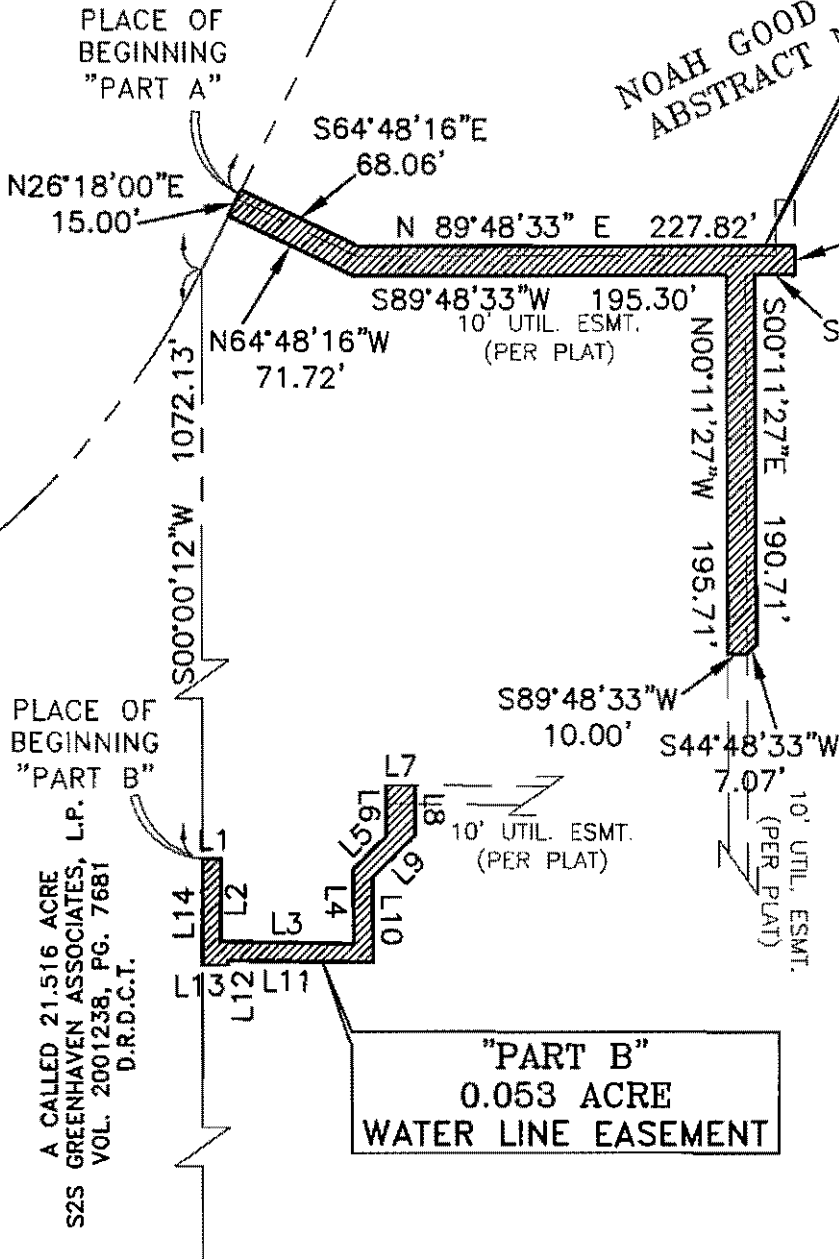


BROOKHAVEN CLUB DRIVE
(100' ROW)
S26°18'00"W 512.89' 558.90'

A CALLED 23.6738 ACRE TRACT
MILLCREEK APARTMENTS
CITY OF ADDISON
DALLAS COUNTY, TEXAS
VOL. 76235, PG. 2248
M.R.D.C.T.

A CALLED 23.705 ACRE
NORTHLAND SOUTHWEST FIVE
LIMITED PARTNERSHIP
VOL. 98084, PG. 682
D.R.D.C.T.

NOAH GOOD SURVEY
ABSTRACT NO. 520



"PART B"
0.170 ACRE
WATER LINE EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.67	S89°54'32"E
L2	42.78	S00°44'28"W
L3	69.71	S89°14'59"E
L4	38.07	N00°14'08"W
L5	24.75	N44°45'52"E
L6	27.20	N00°14'08"W
L7	15.00	S89°29'53"E
L8	26.15	S00°14'08"E
L9	31.82	S44°45'52"W
L10	43.41	S00°14'08"E
L11	75.87	N89°34'34"W
L12	2.63	S00°42'13"W
L13	12.96	S89°45'52"W
L14	55.27	N00°00'12"E

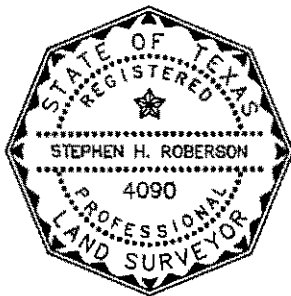
"PARTS A&B"
WATER LINE
EASEMENT

Situated in the
NOAH GOOD SURVEY
ABSTRACT NO. 520
City of Addison
Dallas County, Texas

Prepared By: *Stephen H. Roberson*

October 05, 2005

Date:



TEAGUE NALL AND PERKINS
CONSULTING ENGINEERS
1100 Mocon Street
Fort Worth, Texas 76102
(817) 336-5773

**EXHIBIT A
FIELD NOTES
Water Line Easement**

Being a 0.170 acre tract of land (Part A) and a 0.053 acre tract of land (Part B), situated in the Noah Good Survey, Abstract No. 520, located in the City of Addison, Dallas County, Texas, and being a portion of a tract of land conveyed to Northland Southwest Five Limited Partnership, as described in deed recorded in Volume 98084, Page 682, Deed Records of Dallas County, Texas, same being the revised final plat of Millcreek Apartments, as shown on plat recorded in Volume 76235, Page 2248, Map Records of Dallas County, Texas. Said tracts of land being more particularly described by metes and bounds as follows:

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Thence South 26°18'00" West, along said east right of way line, a distance of 512.89 feet to the **Place of Beginning**;

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- South 89°48'33" West, a distance of 195.30 feet to a point for corner;
- North 64°48'16" West, a distance of 71.72 feet to a point for corner;

Thence North 26°18'00" East, along said east right of way line, a distance of 15.00 feet to the **Place of Beginning** and containing 0.170 acre of land, more or less.

"PART B"

Commencing at a 1/2 inch iron rod found on the east right of way line of Brookhaven Club Drive (a 100 feet right of way), same being on the west line of a tract of land conveyed to The Lemmons Co., as described in deed recorded in Volume 2002212, Page 5261, Deed Records of Dallas County, Texas, from which a 1/2 inch iron rod found at the northeast corner of said Millcreek Apartments Tract, bears South 89°46'15" East, 351.97 feet;

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Thence North 00°00'12" East, along said common line, a distance of 55.27 feet to the **Place of Beginning** and containing 0.053 acre of land, more or less.

Prepared from a survey performed in the month of February 2005.


STEPHEN H. ROBERSON, R.P.L.S. NO. 4090

DATE: 10/05/2005



Bearings are based on the north line of the revised final plat of Millcreek Apartments, recorded in Volume 76235, Page 2247, M.R.D.C.T.

See Sheets 2 and 2 for sketch.

EXHIBIT B

THE LEMMONS CO.
VOL. 2002212, PG. 5261
D.R.D.C.T.



SCALE: 1" = 100'

PLACE OF COMMENCING

S89°46'15"E 351.97'

1/2"IRF

NOTES:

1. Bearings are based on the north line of the revised final plat of Millcreek Apartments, recorded in Volume 76235, Page 2247, M.R.D.C.T.
2. Integral parts of this survey:
 - a. Legal Description
 - b. Sketch



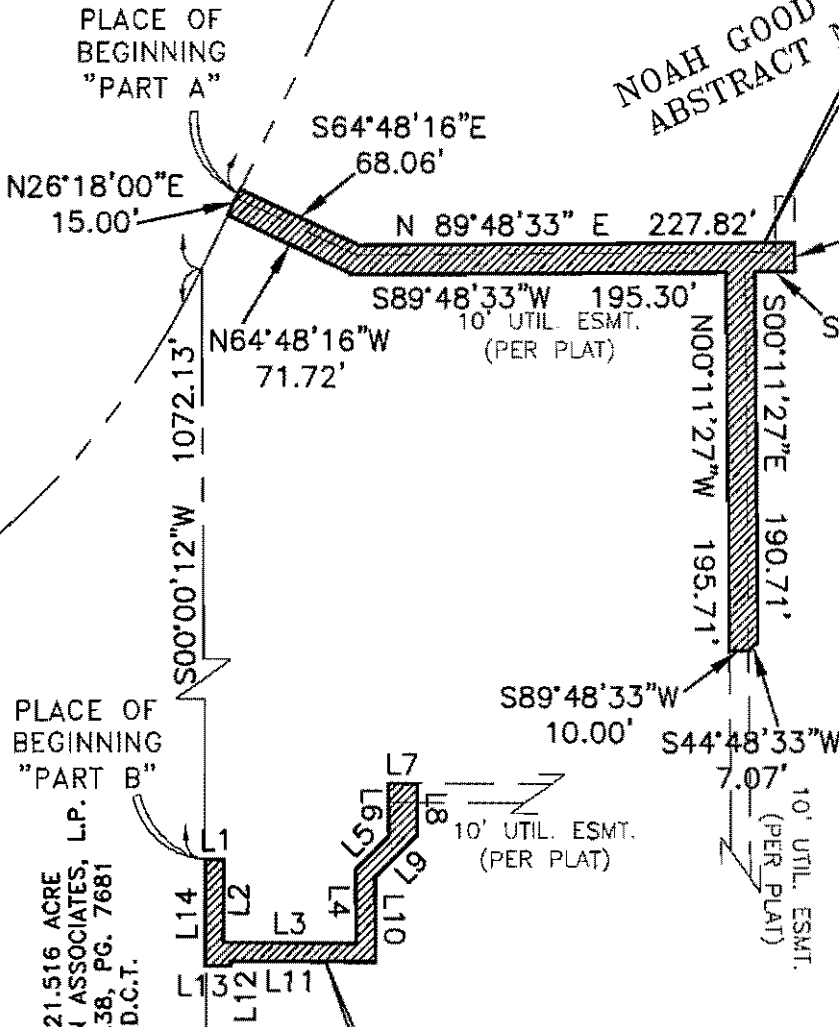
BROOKHAVEN CLUB DRIVE
(100' ROW)
S26°18'00"W 512.89'
558.90'

A CALLED 23.6738 ACRE TRACT
MILLCREEK APARTMENTS
CITY OF ADDISON
DALLAS COUNTY, TEXAS
VOL. 76235, PG. 2248
M.R.D.C.T.

A CALLED 23.705 ACRE
NORTHLAND SOUTHWEST FIVE
LIMITED PARTNERSHIP
VOL. 98084, PG. 682
D.R.D.C.T.

NOAH GOOD SURVEY
ABSTRACT NO. 520

"PART B"
0.170 ACRE
WATER LINE EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	9.67	S89°54'32"E
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L3	69.71	S89°14'59"E
L4	38.07	N00°14'08"W
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L13	12.96	S89°45'52"W
L14	55.27	N00°00'12"E

"PARTS A&B"
WATER LINE
EASEMENT

Situated in the
NOAH GOOD SURVEY
ABSTRACT NO. 520
City of Addison
Dallas County, Texas

A CALLED 21.516 ACRE
GREENHAVEN ASSOCIATES, L.P.
VOL. 2001238, PG. 7681
D.R.D.C.T.

"PART B"
0.053 ACRE
WATER LINE EASEMENT

Stephen H. Roberson
Prepared By:
October 05, 2005
Date:



TEAGUE NALL AND PERKINS
CONSULTING ENGINEERS
1100 Macan Street
Fort Worth, Texas 76102
(817) 336-5773

**EXHIBIT A
FIELD NOTES
Water Line Easement**

Being a 0.040 acre tract of land, situated in the Noah Good Survey, Abstract No. 520, located in the City of Addison, Dallas County, Texas, and being a portion of a called 21.516 acre tract of land conveyed to S2S Greenhaven Associates, L.P., as described in deed recorded in Volume 2001238, Page 7681, Deed Records of Dallas County, Texas. Said 0.040 acre tract of land being more particularly described by metes and bounds as follows:

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Thence South 26°18'00" West, along said east right of way line, a distance of 558.90 feet to the northwest corner of a tract of land conveyed to Northland Southwest Five Limited Partnership, as described in deed recorded in Volume 98084, Page 682, Deed Records of Dallas County, Texas, same being the revised final plat of Millcreek Apartments, as shown on plat recorded in Volume 76235, Page 2248, Map Records of Dallas County, Texas, and the northeast corner of said S2S Greenhaven Associates Tract;

Thence South 00°00'12" West, departing said east right of way line, along the common line of said Millcreek Apartments Tract and said S2S Greenhaven Associates Tract, a distance of 1072.13 feet to the **Place of Beginning**;

Thence South 00°00'12" West, continuing along said common line, a distance of 55.27 feet to a point for corner;

Thence departing said common line, over and across said S2S Greenhaven Associates Tract, the following courses and distances:

South 89°45'52" West, a distance of 9.00 feet to a point for corner;

North 00°04'37" East, a distance of 40.32 feet to a point for corner;

North 89°54'32" West, a distance of 126.83 feet to a point for corner;

North 00°05'28" East, a distance of 10.00 feet to a point for corner;

South 89°54'32" East, a distance of 126.82 feet to a point for corner;

North 00°05'26" East, a distance of 5.00 feet to a point for corner;

South 89°54'32" East, a distance of 8.92 feet to the **Place of Beginning** and containing 0.040 acre of land, more or less.

Prepared from a survey performed in the month of February 2005.


STEPHEN H. ROBERSON, R.P.L.S. NO. 4090

DATE: 10/05/2005

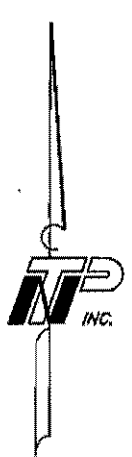
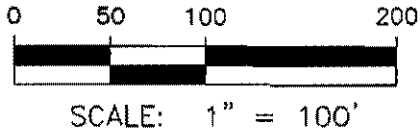


Bearings are based on the north line of the revised final plat of Millcreek Apartments, recorded in Volume 76235, Page 2247, M.R.D.C.T.

See Sheets 2 and 2 for sketch.

EXHIBIT B

THE LEMMONS CO.
VOL. 2002212, PG. 5261
D.R.D.C.T.



PLACE OF COMMENCING

1/2"IRF S89°46'15"E 351.97' 1/2"IRF

BROOKHAVEN CLUB DRIVE
(100' ROW)
S26°18'00"W 558.90'

NOAH GOOD SURVEY
ABSTRACT NO. 520

NOTES:

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- Integral parts of this survey:
 - Legal Description
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A CALLED 23.6738 ACRE TRACT
MILLCREEK APARTMENTS
CITY OF ADDISON
DALLAS COUNTY, TEXAS
VOL. 76235, PG. 2248
M.R.D.C.T.

A CALLED 23.705 ACRE
NORTHLAND SOUTHWEST FIVE
LIMITED PARTNERSHIP
VOL. 98084, PG. 682
D.R.D.C.T.

0.040 ACRES WATER LINE EASEMENT

Situated in the
NOAH GOOD SURVEY, ABSTRACT NO. 520
City of Addison, Dallas County, Texas

10' UTIL. ESMT.
(PER PLAT)

PLACE OF BEGINNING

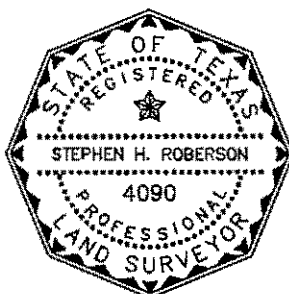
0.040 ACRE
WATER LINE EASEMENT

A CALLED 21.516 ACRE
S2S GREENHAVEN ASSOCIATES, L.P.
VOL. 2001238, PG. 7681
D.R.D.C.T.

Stephen H. Roberson
Prepared By:

October 05, 2005

Date:



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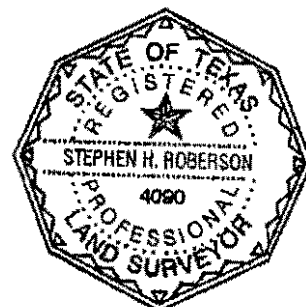
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Prepared from a survey performed in the month of February 2005.


STEPHEN H. ROBERSON, R.P.L.S. NO. 4090

DATE: 10/05/2005

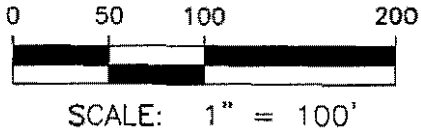


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See Sheets 2 and 2 for sketch.

EXHIBIT B

THE LEMMON.
VOL. 2002212, PG.
D.R.D.C.T.



SCALE: 1" = 100'



PLACE OF COMMENCING

1/2"IRF

S89°46'15"E

351.97'

1/2"IRF

BROOKHAVEN CLUB DRIVE
(100' ROW)

S26°18'00"W

558.90'

NOAH GOOD SURVEY
ABSTRACT NO. 520

NOTES:

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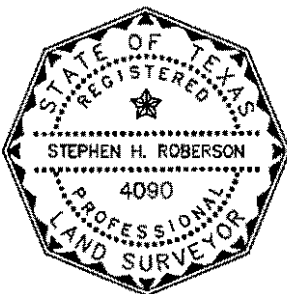
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WATER LINE EASEMENT

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VOL. 2001238, PG. 7681
D.R.D.C.T.

Prepared By:

October 05, 2005

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CONSULTING ENGINEERS

1100 Macon Street
Fort Worth, Texas 76102
(817) 336-5773

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 11/14/05 Claim # _____ Check \$ 2240.00

Vendor No. _____
 Vendor Name TEAGUE WALL AND PERKINS, INC.
 Address 12160 NORTH ABRAMS RD., SUITE 508
 Address DALLAS, TEXAS 75243
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	61	000	56570	53602		2240.00

TOTAL \$ 2240.00

EXPLANATION GREENHAVEN APTS. WATER
IMPROVEMENTS DESIGN.

Nancy S. Clum
Steve Christman
 Authorized Signature

Finance

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS
12160 North Abrams Rd., Suite 508
Dallas, Texas 75243
214-461-9867

City of Addison
PO Box 9010
Addison, TX 75001
ATTN: Steve Chutchian, P.E.

Statement for Professional Services Rendered

10/31/05

ADD 04305
Greenhaven Apts Water Improvements

Mailed 11-10-05
Invoice No. 04305-06

Services rendered 10/1/05 - 10/31/05

Services Provided: Boundary analysis; Easement exhibits; Draft contract specs.

Basic Services:

Contract Budget	=	\$	24,000.00
% Complete to Date	=		84%
Total Due to Date	=	\$	20,160.00
Amount Previously Billed	=	\$	<u>19,680.00</u>
SUBTOTAL BASIC SERVICES	=		\$ 480.00

Special Services:

Contract Budget	=	\$	11,000.00
% Complete to Date	=		85.0%
Total Due to Date	=	\$	9,350.00
Amount Previously Billed	=	\$	<u>7,590.00</u>
SUBTOTAL SPECIAL SERVICES	=		\$ <u>1,760.00</u>
TOTAL AMOUNT DUE	=		\$ 2,240.00

(Please show ADD 04305 project number on all payments of this statement)

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 10/26/05 Claim # _____ Check \$ 480.00

Vendor No. _____
 Vendor Name TEAGUE WALL AND PERKINS, INC.
 Address 12160 NORTH ABRAMS RD., SUITE 508
 Address DALLAS, TEXAS 75243
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	61	000	56570	53602		480.00

TOTAL # 480.00

EXPLANATION GREENHAVEN APTS. WATER IMPROVEMENTS
DESIGN

NSL
Steve Chutehain

 Authorized Signature

Finance

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS
12160 North Abrams Rd., Suite 508
Dallas, Texas 75243
214-461-9867

City of Addison
PO Box 9010
Addison, TX 75001
ATTN. Steve Chutchian, P.E.

Statement for Professional Services Rendered

9/30/05

ADD 04305
Greenhaven Apts Water Improvements

Mailed 10-7-05
Invoice No. 04305-05

Services rendered 9/1/05 - 9/30/05

Services Provided: Project quantities; Cost opinion.

Basic Services:

Contract Budget	=	\$ 24,000.00
% Complete to Date	=	82%
Total Due to Date	=	\$ 19,680.00
Amount Previously Billed	=	\$ 19,200.00
SUBTOTAL BASIC SERVICES	=	\$ 480.00

Special Services:

Contract Budget	=	\$ 11,000.00
% Complete to Date	=	69.0%
Total Due to Date	=	\$ 7,590.00
Amount Previously Billed	=	\$ 7,590.00
SUBTOTAL SPECIAL SERVICES	=	\$ -
TOTAL AMOUNT DUE	=	\$ 480.00

(Please show ADD 04305 project number on all payments of this statement)

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 9/28/05 Claim # _____ Check \$ 4,800.00

Vendor No. TEAGUE WALL AND PERKINS
 Vendor Name 12160 NORTH ABRAMS RD., SUITE 508
 Address DALLAS, TEXAS 75243
 Address _____
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	61	000	56570	53602		4800.00

TOTAL \$ 4800.00

EXPLANATION DESIGN OF GREENHAVEN APTS.
WATER IMPROVEMENTS (BROOKHAVEN)

Nancy S. Clini
Steve Chatham

Authorized Signature

Finance

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS
12160 North Abrams Rd., Suite 508
Dallas, Texas 75243
214-461-9867

City of Addison
PO Box 9010
Addison, TX 75001
ATTN. Steve Chutchian, P.E.

Statement for Professional Services Rendered

8/31/05

Mailed 9-14-05

ADD 04305

Invoice No. 04305-04

Greenhaven Apts Water Improvements

Services rendered 5/1/05 - 8/31/05

Services Provided: Address City review comments; Submit final plans.

Basic Services:

Contract Budget	=	\$	24,000.00
% Complete to Date	=		80%
Total Due to Date	=	\$	19,200.00
Amount Previously Billed	=	\$	<u>14,400.00</u>
SUBTOTAL BASIC SERVICES	=		\$ 4,800.00

Special Services:

Contract Budget	=	\$	11,000.00
% Complete to Date	=		69.0%
Total Due to Date	=	\$	7,590.00
Amount Previously Billed	=	\$	<u>7,590.00</u>
SUBTOTAL SPECIAL SERVICES	=		\$ -
TOTAL AMOUNT DUE	=		\$ 4,800.00

(Please show ADD 04305 project number on all payments of this statement)

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 5/17/05

Claim # _____

Check \$ 8,600.00

Vendor No. _____

TEAGUE NALL AND PERKINS, INC.

Vendor Name _____

12160 NORTH ABRAMS RD., SUITE 508

Address _____

DALLAS, TEXAS 75243

Address _____

Address _____

Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	61	000	56570	53602		8600.00

TOTAL \$ 8600.00

EXPLANATION

GREEN HAVEN (BROOKHAVEN) APTS. WATER
IMPROVEMENTS

Steve Chutehans
Authorized Signature

Finance

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS
12160 North Abrams Rd., Suite 508
Dallas, Texas 75243
214-461-9867

City of Addison
PO Box 9010
Addison, TX 75001
ATTN: Steve Chutchian, P.E.

Statement for Professional Services Rendered

4/30/05

Mailed 5-9-05

ADD 04305

Invoice No. 04305-03

Greenhaven Apts Water Improvements

Services rendered 4/1/05 - 4/30/05

Services Provided: Preparation and submittal of preliminary plans; Site visits.

Basic Services:

Contract Budget	=	\$ 24,000.00
% Complete to Date	=	60%
Total Due to Date	=	\$ 14,400.00
Amount Previously Billed	=	<u>\$ 6,240.00</u>
SUBTOTAL BASIC SERVICES	=	\$ 8,160.00

Special Services:

Contract Budget	=	\$ 11,000.00
% Complete to Date	=	69.0%
Total Due to Date	=	\$ 7,590.00
Amount Previously Billed	=	<u>\$ 7,150.00</u>
SUBTOTAL SPECIAL SERVICES	=	\$ 440.00
TOTAL AMOUNT DUE	=	\$ 8,600.00

(Please show ADD 04305 project number on all payments of this statement)

o.k. to
PAY 5/26
5/17/05

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 4/29/05

Claim # _____

Check \$ 4,630.00

Vendor No. _____

Vendor Name

TEAGUE MALL AND PERKINS, INC.

Address

12160 NORTH ABBAMS RD., SUITE 508

Address

DALLAS, TEXAS 75243

Address _____

Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	61	000	56570	53602		4,630.00

TOTAL \$ 4,630.00

EXPLANATION

GREENHALL ADB. WATER IMPROVEMENTS

Steve Chutehavi
Authorized Signature

Finance

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS
12160 North Abrams Rd., Suite 508
Dallas, Texas 75243
214-461-9867

City of Addison
PO Box 9010
Addison, TX 75001
ATTN. Steve Chutchian, P.E.

Statement for Professional Services Rendered

3/31/05

Mailed 4-11-05

ADD 04305

Invoice No. 04305-02

Greenhaven Apts Water Improvements

Services rendered 3/1/05 - 3/31/05

Services Provided: Preparation of preliminary plans; Site visits.

Basic Services:

Contract Budget	=	\$ 24,000.00
% Complete to Date	=	26%
Total Due to Date	=	\$ 6,240.00
Amount Previously Billed	=	<u>\$ 2,160.00</u>
SUBTOTAL BASIC SERVICES	=	\$ 4,080.00

Special Services:

Contract Budget	=	\$ 11,000.00
% Complete to Date	=	65.0%
Total Due to Date	=	\$ 7,150.00
Amount Previously Billed	=	<u>\$ 6,600.00</u>
SUBTOTAL SPECIAL SERVICES	=	\$ 550.00

TOTAL AMOUNT DUE = **\$ 4,630.00**

(Please show ADD 04305 project number on all payments of this statement)

*to
PAY
52c*

4/22/05



Project Summary

Project #	2005-02-26BH
Title	Brookhaven Water
Asset Type	Water Mains / Fire Hydrants
Department	Utilities
Budget Year	2005
Version Name	Finance adjusted
Budget Status	Finance Review
	Active <input checked="" type="checkbox"/>

Project Description				Project Comments		
Brookhaven Water Connection				Project 53602, Charge exp to 61-716-xxxx-53602 Construct an 8" water line to connect and finish a water line loop between the Brookhaven and Greenhaven Village Apartments. Project will incorporate approx 1200 LF of 8" water line and directly effect all residents in both apartment complexes. Project also includes some water line replacement in the Brookhave Apartment Complex.		
Version Description				Version Comments		
Project Forecast				Project Detailed 2005		
Year	Total Expense	Total Revenue	Difference	GL Acct	Description	Total Amount
2005	269,500	0	269,500	Expense		
				00-000-56510	Legal Services	10,000
				00-000-56570	Engineering/Architectural Services	50,000
				00-000-56110	Land Purchase	25,000
				00-000-56310	Water Mains/Fire Hydrants	184,500
					Total Expense:	269,500
Related Projects				Operating Budget Impact		
Project Description				Effective Date	Exp/(Rev)	FTE Impact
Year Identified	Start Date	Project Partner	Manager	Est. Completion Date		
2005	December 06, 2004		Jenny N	December 31, 2005		

TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO

DATE: 3/24/05

Claim # _____

Check \$ 8,760.00

Vendor No. _____

Vendor Name

TEAGUE, WALL AND PERKINS, INC.

Address

12160 NORTH ABRAMS RD, SUITE 508

Address

DALLAS, TEXAS 75243

Address _____

Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	61	000	56570	53602		8,760.00

TOTAL \$ 8,760.00

EXPLANATION

DESIGN OF GREENHAGEN APTS. WATER

IMPROVEMENTS.

Steve Chutkan

Authorized Signature

Finance

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS
12160 North Abrams Rd., Suite 508
Dallas, Texas 75243
214-461-9867

City of Addison
PO Box 9010
Addison, TX 75001
ATTN: Steve Chutchian, P.E.

Statement for Professional Services Rendered

2/28/05

Mailed 3-8-05

ADD 04305

Invoice No. 04305-01

Greenhaven Apts Water Improvements

Services rendered 2/1/05 - 2/28/05

Services Provided: Correspondence with City; Field survey; Begin preliminary plans.

Basic Services:

Contract Budget	=	\$	24,000.00	
% Complete to Date	=		9%	
Total Due to Date	=	\$	2,160.00	
Amount Previously Billed	=	\$	-	
SUBTOTAL BASIC SERVICES	=			\$ 2,160.00

Special Services:

Contract Budget	=	\$	11,000.00	
% Complete to Date	=		60.0%	
Total Due to Date	=	\$	6,600.00	
Amount Previously Billed	=	\$	-	
SUBTOTAL SPECIAL SERVICES	=			\$ 6,600.00
TOTAL AMOUNT DUE	=			\$ 8,760.00

*O.K. to PAY!
SZC
3/18/05*

(Please show ADD 04305 project number on all payments of this statement)

Steve Chutchian

From: Carolyn Burgett
Sent: Monday, March 21, 2005 4:48 PM
To: Steve Chutchian
Subject: RE: Brookhaven Water Project

The project number is 53602.

-----Original Message-----

From: Steve Chutchian
Sent: Monday, March 21, 2005 9:01 AM
To: Carolyn Burgett
Cc: Jenny Nicewander
Subject: Brookhaven Water Project

Carolyn:

I just promoted the Brookhaven Water Project on CFAB. Can you forward a project number to me as soon as possible. Thanks.

Steve C.

Approved

DATE SUBMITTED: December 29, 2004
FOR COUNCIL MEETING: January 11, 2005

Council Agenda Item:

SUMMARY:

This item is for the approval of an Engineering Services Contract for the design of the Addison on Brookhaven Apartments and the Greenhaven Village Apartments Water System Improvements.

FINANCIAL IMPACT:

Budgeted Amount: \$177,000
Cost: \$35,000.00 (Engineering, Survey, Easement Prep Only)
Source of Funds: Funds are available from the FY 2004-05 Water and Sewer Fund, as indicated in the Five Year Capital Replacement Program.

BACKGROUND:

This project was established by the Public Works Department from a need to replace an existing undersized 6-inch diameter water line with an 8-inch diameter water line in the Addison on Brookhaven Apartments and the Greenhaven Village Apartment complexes. This project will also link the two dead-end distribution line systems with a connection line across the property limits. The connection across the apartment complexes will require the preparation of temporary construction easements and permanent utility easements. This portion of the Town's water system is in a deteriorated condition primarily due to age.

The attached proposal for engineering services was negotiated with the firm of Teague Nall and Perkins, Inc., in the total amount not to exceed \$35,000.00, for the design of the replacement of the existing 6-inch water main system. Their fee is broken down according to task as follows:

Construction Plan Preparation, Construction Administration.....	\$24,000.00
Design Survey and Preparation of 2 Permanent and 2 temporary Construction Easements.....	<u>\$11,000.00</u>
Total Fee for Services.....	\$35,000.00

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with Teague Nall and Perkins, Inc., in the amount of \$35,000.00, for engineering services associated with the design of the Addison on Brookhaven Apartments and the Greenhaven Village Water System Improvements project.



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Greenhaven Village and Addison of Brookhaven Apartments
Waterline Improvements

TNP PROJECT NUMBER: ADD 04305

CLIENT: Town of Addison
Attn: Steve Chutchian, P.E.

ADDRESS: P.O. Box 9010
Addison, Texas 75001-9010

The Town of Addison (CLIENT or TOWN) hereby requests and authorizes Teague Nall and Perkins, Inc., (ENGINEER) to perform the following services:

SCOPE: Provide professional engineering services for construction plan preparation for public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane within the Town of Addison, Texas. A detailed project description and scope of services is included as Attachment 'A' and is made a part hereto.

COMPENSATION: Services rendered for Basic Services as summarized above and itemized in Attachment 'A', shall be billed monthly based on the ENGINEER's estimate of the percentage of work completed, and paid promptly upon receipt of invoice. Agreement to this contract acknowledges available funding for the proposed services. The Town of Addison agrees to pay the ENGINEER the following fixed fees:

1. **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER for:

Construction Plan Preparation and
Construction Administration

\$24,000 fixed fee

2. **SPECIAL SERVICES:** Compensation for Special Services not covered by the Basic Services provided for herein shall be as shown below. Special Services are itemized specifically in Attachment 'A'. The Town of Addison agrees to pay the ENGINEER the following:

Design Survey and Preparation of
Easements (2 Perm. Utility and 2 Temp. Construction)

\$11,000 fixed fee

Delays by the CLIENT in excess of 12 months to the project completion, due to circumstances out of ENGINEER'S control, shall result in appropriate adjustments to compensation.

SUPPLEMENTAL 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 the 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 opinions 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 opinions.
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. 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 in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT 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.
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 'A'
PROJECT DESCRIPTION AND SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- A. Location – The project shall be limited to replacement of public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, both located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane.
- B. Purpose – The purpose of the project is to replace existing undersized 6"-diameter water lines within the properties, and to link the two dead-end distribution line systems with a connection line across property limits.

II. ASSUMPTIONS

- A. The approximate amount of line to be included in the design is limited to 1,700 linear feet, and the alignment corridor for which replacement lines will be designed shall be in the same general location as existing lines. The TOWN has provided proposed lines sizes to be 8" in diameter.
- B. The Addison of Brookhaven lines to be replaced include those from the Brookhaven Club drive entry to the bridge over Farmers Branch Creek, and the line adjacent to the northernmost swimming pool and gravel playground/volleyball facility.
- C. The connecting line between the two systems shall be located in the southwestern most corner of the Addison of Brookhaven property and southeastern most corner of the Greenhaven property. Existing lines will be extended through the parking/driving areas, and cross the property line within one of two gaps between and behind existing building structures. Both gaps will be surveyed for evaluation of alignment geometric constraints.

III. ITEMIZED SCOPE OF BASIC SERVICES

Engineer will provide the following services for the development of the project:

- A. ENGINEER shall compile a base plan from field survey data reflecting known existing TOWN utility lines, and known existing franchise utility lines for which ENGINEER is notified of their location in the field or layout map provided by the TOWN or utility companies. The ENGINEER does not take responsibility for the accuracy of the information provided, or the exact location of the existing facilities.
- B. ENGINEER shall prepare preliminary design plans and opinion of probable costs. The preliminary plans shall be at 1"=20' horizontal scale and consist of: a title sheet, a project layout, general notes, construction sequencing, and TOWN standard construction details. It is assumed that the design will include replacement of up to 1,700 linear feet of 6" water line with 8" water lines. Only line segments that are to be bored rather than open cut shall be profiled, at 1"=2' vertical scale.
- C. Submit preliminary plans to the Client for review, and meet with the TOWN staff to discuss the preliminary design plans, and incorporate TOWN comments and directives in the preparation of final construction plans, specifications and bid documents.

- D. Prior to submission of final construction plans, the ENGINEER will perform a QA review of the plans and specifications incorporating previous Town comments.
- E. Submit final construction plans and draft contract documents/specifications for review, and make appropriate revisions based on TOWN comments to prepare for contractor bidding. Along with final construction plans, the ENGINEER will submit on separate letterhead, a letter describing specifically what internal steps have been taken to perform the QA review of this project. The ENGINEER understands that the final plans and specifications will not be accepted by the TOWN without this letter.
- F. Final bidding plans and specifications will be provided by the ENGINEER in .pdf format on CD to the TOWN Purchasing office for distribution to the contractors. The ENGINEER shall address contractor's technical questions about the project during bidding, assist the TOWN in obtaining bids, evaluating the bids for award recommendation and will prepare the contracts for execution. The Engineer will attend one pre-bid and one pre-construction meeting as requested.
- G. The ENGINEER will prepare change orders, if necessary, and participate in final inspection of the various units of work with the TOWN.
- H. ENGINEER shall provide record drawings to the TOWN developed from construction notes and revisions compiled by the contractor and the TOWN's resident project representative. Record drawings shall be provided in electronic form, including .PDFs and CAD files, and mylars.

IV. ITEMIZED SCOPE OF SPECIAL SERVICES

The ENGINEER shall render the following professional services necessary for the development of the Project:

- A. ENGINEER shall perform field surveys for design, including comprehensive topography along the complete routing corridor within the design limits of the Basic Services. Survey corridor shall be considered building-to-building either side of the existing line routes. Existing features to be located include: closest building corners, carports, curbs, trees, fencelines, sidewalks, firelanes, visibly marked existing utility features such as valves, meters, hydrants, manholes, cleanouts, franchise utilities, A/C units, power poles, etc. The survey will be prepared based on the NAD 83 Coordinate system.
- B. ENGINEER shall prepare up to two (2) Permanent and Temporary Easement Documents/Exhibits.

V. EXTRA SERVICES

The following Professional Services are specifically excluded from the scope of work under this contract. Such items shall include, but are not limited to the following:

- A. Preparation of additional real property transfer documents, exhibits, or acquisition.

- B. Subcontract charges, photocopies, plan reproduction;
- C. Preparation of special exhibits for public meetings;
- D. Construction staking or daily inspection and observation of construction, and review of contractor pay requests.
- E. Design, routing, or evaluation of lines outside the limits described in Attachment 'A', and utility relocations other than specified waterlines.
- F. Evaluation/design of drainage improvements.
- G. Detail water modeling, line sizing, and pressure calculations, design of pump stations or storage tanks, or evaluation of needs for such.
- H. Geotechnical investigations, environmental impact statements, evaluation or permitting related to the TNRCC and Corps of Engineers.
- I. Preparation of a Storm Water Pollution Prevention Plan and TCEQ Notice of Intent. The Engineer is not considered an "Operator" of the site. Contractor shall be responsible for plan and SWPPP implementation, maintenance, or modifications.
- J. Irrigation relocation/repair plans

ATTACHMENT 'B'
PROJECT SCHEDULE

The proposed services shall begin within 10 working days of signed authorization to proceed. TNP shall endeavor to accomplish the work in accordance with the schedule shown below. Changes in the scope of work shall result in corresponding revisions to the work schedule. All schedules exclude December 24-27 and December 31-Jan 2, and are subject to the amount of time necessary for the Client to complete necessary reviews.

- A. Perform field surveys and data collection in 21 working days.
- B. Perform a QA review and submit preliminary construction plans for review within 50 calendar days from completion of survey.
- C. Perform a QA review and submit final construction plans and draft bid documents within 21 calendar days from review meeting with Client.

ATTACHMENT C
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Reimbursable/Multiplier Contracts
Effective January 1, 2004 to December 31, 2004*

Engineering / Technical	From	To	
Principal	\$110	-	\$200 Per Hour
Project Manager	\$90	-	\$140 Per Hour
IT Manager	\$80	-	\$100 Per Hour
Senior Engineer	\$90	-	\$130 Per Hour
Engineer	\$70	-	\$100 Per Hour
Graduate Engineer	\$65	-	\$90 Per Hour
Landscape Architect / Planner	\$80	-	\$95 Per Hour
Designer	\$75	-	\$95 Per Hour
Senior Designer	\$85	-	\$115 Per Hour
CAD Draftsman	\$30	-	\$55 Per Hour
CAD Technician	\$50	-	\$75 Per Hour
Senior CAD Technician	\$65	-	\$85 Per Hour
IT Technician	\$55	-	\$75 Per Hour
Clerical	\$40	-	\$65 Per Hour
Resident Project Representative	\$40	-	\$65 Per Hour

Surveying

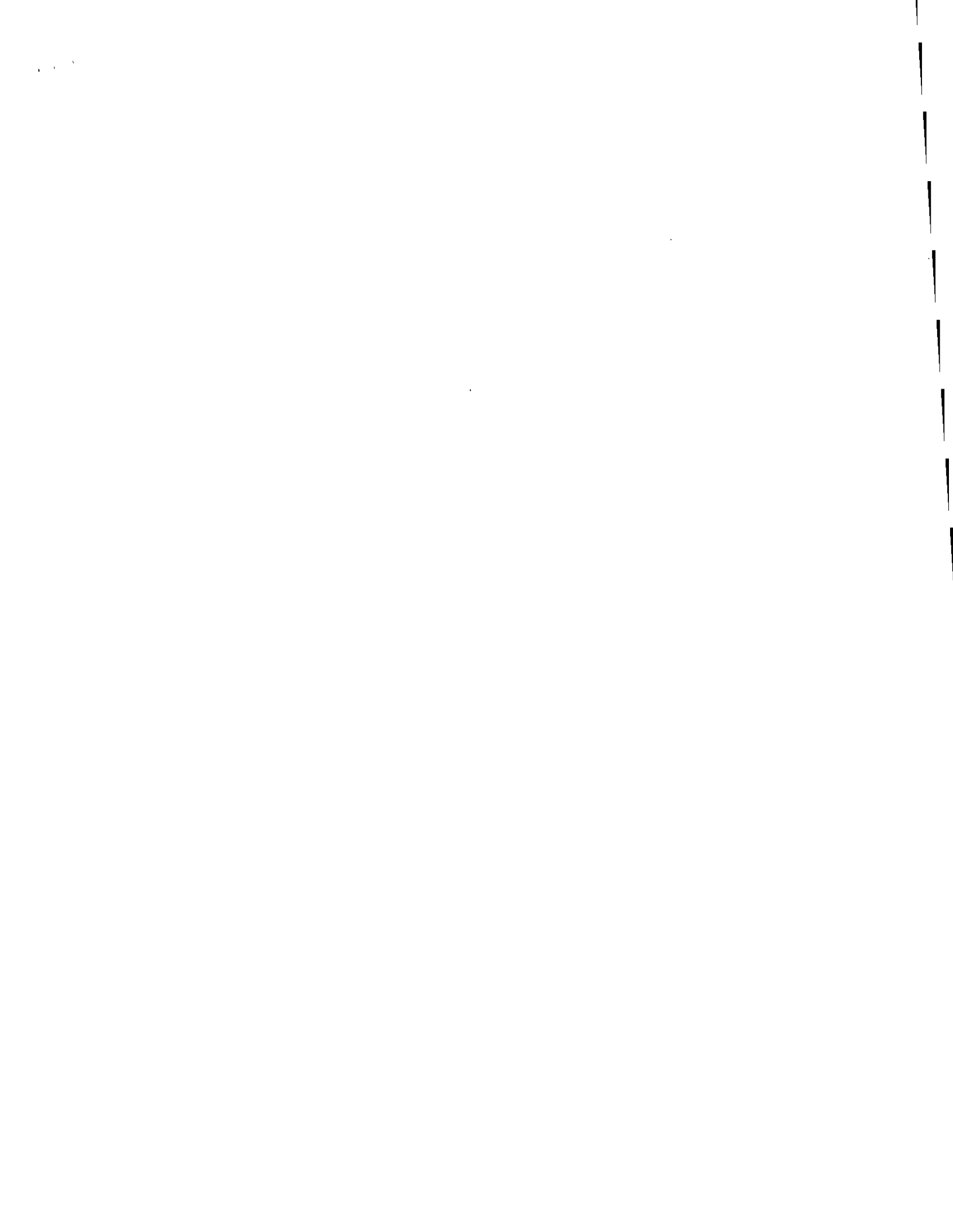
Survey Office Manager	\$115	-	\$120
R.P.L.S.	\$90	-	\$110
Senior Survey Technician	\$65	-	\$80
Junior Survey Technician	\$50	-	\$65
2-Person Field Crew w/Equipment	\$90		
3-Person Field Crew w/Equipment	\$105		
4-Person Field Crew w/Equipment	\$130		
2-Person G.P.S. Crew w/Equipment	\$130		
3-Person G.P.S. Crew w/Equipment	\$150		
1-Person Robotic Crew w/Equipment	\$90		
2-Person Robotic Crew w/Equipment	\$110		
3-Person Robotic Crew w/Equipment	\$125		

Direct Cost Reimbursables

Photocopies	\$0.10/page	letter and legal size bond paper, B&W
	\$0.20/page	11" x 17" size bond paper, B&W
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W
Plots	\$1.00/page	11" x 17" size bond paper, B&W
	\$2.00/page	11" x 17" size bond paper, color
	\$2.00/page	22"x34" and larger bond paper or vellum, B&W
	\$4.00/page	22"x34" and larger bond paper or vellum, color
	\$4.00/page	22"x34" and larger mylar or acetate, B&W
Mileage	\$0.36/mile	

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

* Rates shown are for calendar year 2004 and are subject to change in subsequent years.



3. **EXTRA SERVICES:** Engineering services provided by the ENGINEER not included in Attachment A, and approved in writing by the TOWN, shall be considered additional work and shall be reimbursed at standard TNP hourly rates as listed in Attachment 'C', or TNP rates for items provided in-house, or direct expenses time a multiplier of 1.10 for non-labor, subcontract or mileage items. ENGINEER shall not be entitled to compensation, payment or reimbursement of any kind for any Extra Services provided by ENGINEER without the prior written approval of the TOWN.

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

Please execute and return a signed copy for our files.

Approved by CLIENT:
Town of Addison

By: 
Ron Whitehead

Title: _____
City Manager

Date: 1-17-05

Accepted by ENGINEER:
Teague Nall and Perkins, Inc.

By: 
Mark J. Howday, P.E.

Title: Principal

Date: 12-6-04



AUTHORIZATION FOR PROFESSIONAL SERVICES

COPY

PROJECT NAME: Greenhaven Village and Addison of Brookhaven Apartments
Waterline Improvements

TNP PROJECT NUMBER: ADD 04305

CLIENT: Town of Addison
Attn: Steve Chutchian, P.E.

ADDRESS: P.O. Box 9010
Addison, Texas 75001-9010

The Town of Addison (CLIENT or TOWN) hereby requests and authorizes Teague Nall and Perkins, Inc., (ENGINEER) to perform the following services:

SCOPE: Provide professional engineering services for construction plan preparation for public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane within the Town of Addison, Texas. A detailed project description and scope of services is included as Attachment 'A' and is made a part hereto.

COMPENSATION: Services rendered for Basic Services as summarized above and itemized in Attachment 'A', shall be billed monthly based on the ENGINEER's estimate of the percentage of work completed, and paid promptly upon receipt of invoice. Agreement to this contract acknowledges available funding for the proposed services. The Town of Addison agrees to pay the ENGINEER the following fixed fees:

1. **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER for:

Construction Plan Preparation and
Construction Administration

\$24,000 fixed fee

2. **SPECIAL SERVICES:** Compensation for Special Services not covered by the Basic Services provided for herein shall be as shown below. Special Services are itemized specifically in Attachment 'A'. The Town of Addison agrees to pay the ENGINEER the following:

Design Survey and Preparation of
Easements (2 Perm. Utility and 2 Temp. Construction)

\$11,000 fixed fee

Delays by the CLIENT in excess of 12 months to the project completion, due to circumstances out of ENGINEER'S control, shall result in appropriate adjustments to compensation.

3. **EXTRA SERVICES:** Engineering services provided by the ENGINEER not included in Attachment A, and approved in writing by the TOWN, shall be considered additional work and shall be reimbursed at standard TNP hourly rates as listed in Attachment 'C', or TNP rates for items provided in-house, or direct expenses time a multiplier of 1.10 for non-labor, subcontract or mileage items. ENGINEER shall not be entitled to compensation, payment or reimbursement of any kind for any Extra Services provided by ENGINEER without the prior written approval of the TOWN.

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

Please execute and return a signed copy for our files.

Approved by CLIENT:
Town of Addison

Accepted by ENGINEER:
Teague Nall and Perkins, Inc.

By: _____
Ron Whitehead

By: 
Mark J. Holiday, P.E.

Title: _____
City Manager

Title: Principal

Date: _____

Date: 12-6-04

SUPPLEMENTAL 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 the 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 opinions 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 opinions.
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. 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 in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT 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.
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 'A'
PROJECT DESCRIPTION AND SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- A. Location – The project shall be limited to replacement of public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, both located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane.
- B. Purpose – The purpose of the project is to replace existing undersized 6"-diameter water lines within the properties, and to link the two dead-end distribution line systems with a connection line across property limits.

II. ASSUMPTIONS

- A. The approximate amount of line to be included in the design is limited to 1,700 linear feet, and the alignment corridor for which replacement lines will be designed shall be in the same general location as existing lines. The TOWN has provided proposed lines sizes to be 8" in diameter.
- B. The Addison of Brookhaven lines to be replaced include those from the Brookhaven Club drive entry to the bridge over Farmers Branch Creek, and the line adjacent to the northernmost swimming pool and gravel playground/volleyball facility.
- C. The connecting line between the two systems shall be located in the southwestern most corner of the Addison of Brookhaven property and southeastern most corner of the Greenhaven property. Existing lines will be extended through the parking/driving areas, and cross the property line within one of two gaps between and behind existing building structures. Both gaps will be surveyed for evaluation of alignment geometric constraints.

III. ITEMIZED SCOPE OF BASIC SERVICES

Engineer will provide the following services for the development of the project:

- A. ENGINEER shall compile a base plan from field survey data reflecting known existing TOWN utility lines, and known existing franchise utility lines for which ENGINEER is notified of their location in the field or layout map provided by the TOWN or utility companies. The ENGINEER does not take responsibility for the accuracy of the information provided, or the exact location of the existing facilities.
- B. ENGINEER shall prepare preliminary design plans and opinion of probable costs. The preliminary plans shall be at 1"=20' horizontal scale and consist of: a title sheet, a project layout, general notes, construction sequencing, and TOWN standard construction details. It is assumed that the design will include replacement of up to 1,700 linear feet of 6" water line with 8" water lines. Only line segments that are to be bored rather than open cut shall be profiled, at 1"=2' vertical scale.
- C. Submit preliminary plans to the Client for review, and meet with the TOWN staff to discuss the preliminary design plans, and incorporate TOWN comments and directives in the preparation of final construction plans, specifications and bid documents.

- D. Prior to submission of final construction plans, the ENGINEER will perform a QA review of the plans and specifications incorporating previous Town comments.
- E. Submit final construction plans and draft contract documents/specifications for review, and make appropriate revisions based on TOWN comments to prepare for contractor bidding. Along with final construction plans, the ENGINEER will submit on separate letterhead, a letter describing specifically what internal steps have been taken to perform the QA review of this project. The ENGINEER understands that the final plans and specifications will not be accepted by the TOWN without this letter.
- F. Final bidding plans and specifications will be provided by the ENGINEER in .pdf format on CD to the TOWN Purchasing office for distribution to the contractors. The ENGINEER shall address contractor's technical questions about the project during bidding, assist the TOWN in obtaining bids, evaluating the bids for award recommendation and will prepare the contracts for execution. The Engineer will attend one pre-bid and one pre-construction meeting as requested.
- G. The ENGINEER will prepare change orders, if necessary, and participate in final inspection of the various units of work with the TOWN.
- H. ENGINEER shall provide record drawings to the TOWN developed from construction notes and revisions compiled by the contractor and the TOWN's resident project representative. Record drawings shall be provided in electronic form, including .PDFs and CAD files, and mylars.

IV. ITEMIZED SCOPE OF SPECIAL SERVICES

The ENGINEER shall render the following professional services necessary for the development of the Project:

- A. ENGINEER shall perform field surveys for design, including comprehensive topography along the complete routing corridor within the design limits of the Basic Services. Survey corridor shall be considered building-to-building either side of the existing line routes. Existing features to be located include: closest building corners, carports, curbs, trees, fencelines, sidewalks, firelanes, visibly marked existing utility features such as valves, meters, hydrants, manholes, cleanouts, franchise utilities, A/C units, power poles, etc. The survey will be prepared based on the NAD 83 Coordinate system.
- B. ENGINEER shall prepare up to two (2) Permanent and Temporary Easement Documents/Exhibits.

V. EXTRA SERVICES

The following Professional Services are specifically excluded from the scope of work under this contract. Such items shall include, but are not limited to the following:

- A. Preparation of additional real property transfer documents, exhibits, or acquisition.

- B. Subcontract charges, photocopies, plan reproduction;
- C. Preparation of special exhibits for public meetings;
- D. Construction staking or daily inspection and observation of construction, and review of contractor pay requests.
- E. Design, routing, or evaluation of lines outside the limits described in Attachment 'A', and utility relocations other than specified waterlines.
- F. Evaluation/design of drainage improvements.
- G. Detail water modeling, line sizing, and pressure calculations, design of pump stations or storage tanks, or evaluation of needs for such.
- H. Geotechnical investigations, environmental impact statements, evaluation or permitting related to the TNRCC and Corps of Engineers.
- I. Preparation of a Storm Water Pollution Prevention Plan and TCEQ Notice of Intent. The Engineer is not considered an "Operator" of the site. Contractor shall be responsible for plan and SWPPP implementation, maintenance, or modifications.
- J. Irrigation relocation/repair plans

ATTACHMENT 'B'
PROJECT SCHEDULE

The proposed services shall begin within 10 working days of signed authorization to proceed. TNP shall endeavor to accomplish the work in accordance with the schedule shown below. Changes in the scope of work shall result in corresponding revisions to the work schedule. All schedules exclude December 24-27 and December 31-Jan 2, and are subject to the amount of time necessary for the Client to complete necessary reviews.

- A. Perform field surveys and data collection in 21 working days.
- B. Perform a QA review and submit preliminary construction plans for review within 50 calendar days from completion of survey.
- C. Perform a QA review and submit final construction plans and draft bid documents within 21 calendar days from review meeting with Client.

ATTACHMENT C
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Reimbursable/Multiplier Contracts
Effective January 1, 2004 to December 31, 2004*

Engineering / Technical	From	To	
Principal	\$110	-	\$200 Per Hour
Project Manager	\$90	-	\$140 Per Hour
IT Manager	\$80	-	\$100 Per Hour
Senior Engineer	\$90	-	\$130 Per Hour
Engineer	\$70	-	\$100 Per Hour
Graduate Engineer	\$65	-	\$90 Per Hour
Landscape Architect / Planner	\$80	-	\$95 Per Hour
Designer	\$75	-	\$95 Per Hour
Senior Designer	\$85	-	\$115 Per Hour
CAD Draftsman	\$30	-	\$55 Per Hour
CAD Technician	\$50	-	\$75 Per Hour
Senior CAD Technician	\$65	-	\$85 Per Hour
IT Technician	\$55	-	\$75 Per Hour
Clerical	\$40	-	\$65 Per Hour
Resident Project Representative	\$40	-	\$65 Per Hour

Surveying

Survey Office Manager	\$115	-	\$120
R.P.L.S.	\$90	-	\$110
Senior Survey Technician	\$65	-	\$80
Junior Survey Technician	\$50	-	\$65
2-Person Field Crew w/Equipment	\$90		
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	\$4.00/page	22"x34" and larger mylar or acetate, B&W
Mileage	\$0.36/mile	

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

* Rates shown are for calendar year 2004 and are subject to change in subsequent years.

DATE SUBMITTED: December 29, 2004
FOR COUNCIL MEETING: January 11, 2005

Council Agenda Item:

SUMMARY:

This item is for the approval of an Engineering Services Contract for the design of the Addison on Brookhaven Apartments and the Greenhaven Village Apartments Water System Improvements.

FINANCIAL IMPACT:

Budgeted Amount: \$177,000
Cost: \$35,000.00 (Engineering, Survey, Easement Prep Only)
Source of Funds: Funds are available from the FY 2004-05 Water and Sewer Fund, as indicated in the Five Year Capital Replacement Program.

BACKGROUND:

This project was established by the Public Works Department from a need to replace an existing undersized 6-inch diameter water line with an 8-inch diameter water line in the Addison on Brookhaven Apartments and the Greenhaven Village Apartment complexes. This project will also link the two dead-end distribution line systems with a connection line across the property limits. The connection across the apartment complexes will require the preparation of temporary construction easements and permanent utility easements. This portion of the Town's water system is in a deteriorated condition primarily due to age.

The attached proposal for engineering services was negotiated with the firm of Teague Nall and Perkins, Inc., in the total amount not to exceed \$35,000.00, for the design of the replacement of the existing 6-inch water main system. Their fee is broken down according to task as follows:

Construction Plan Preparation, Construction Administration.....	\$24,000.00
Design Survey and Preparation of 2 Permanent and 2 temporary Construction Easements.....	<u>\$11,000.00</u>
Total Fee for Services	\$35,000.00

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with Teague Nall and Perkins, Inc., in the amount of \$35,000.00, for engineering services associated with the design of the Addison on Brookhaven Apartments and the Greenhaven Village Water System Improvements project.



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Greenhaven Village and Addison of Brookhaven Apartments
Waterline Improvements

TNP PROJECT NUMBER: ADD 04305

CLIENT: Town of Addison
Attn: Steve Chutchian, P.E.

ADDRESS: P.O. Box 9010
Addison, Texas 75001-9010

COPY

The Town of Addison (CLIENT or TOWN) hereby requests and authorizes Teague Nall and Perkins, Inc., (ENGINEER) to perform the following services:

SCOPE: Provide professional engineering services for construction plan preparation for public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane within the Town of Addison, Texas. A detailed project description and scope of services is included as Attachment 'A' and is made a part hereto.

COMPENSATION: Services rendered for Basic Services as summarized above and itemized in Attachment 'A', shall be billed monthly based on the ENGINEER's estimate of the percentage of work completed, and paid promptly upon receipt of invoice. Agreement to this contract acknowledges available funding for the proposed services. The Town of Addison agrees to pay the ENGINEER the following fixed fees:

1. **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER for:

Construction Plan Preparation and Construction Administration	\$24,000 fixed fee
--	--------------------

2. **SPECIAL SERVICES:** Compensation for Special Services not covered by the Basic Services provided for herein shall be as shown below. Special Services are itemized specifically in Attachment 'A'. The Town of Addison agrees to pay the ENGINEER the following:

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--	--------------------

Delays by the CLIENT in excess of 12 months to the project completion, due to circumstances out of ENGINEER'S control, shall result in appropriate adjustments to compensation.

3. **EXTRA SERVICES:** Engineering services provided by the ENGINEER not included in Attachment A, and approved in writing by the TOWN, shall be considered additional work and shall be reimbursed at standard TNP hourly rates as listed in Attachment 'C', or TNP rates for items provided in-house, or direct expenses time a multiplier of 1.10 for non-labor, subcontract or mileage items. ENGINEER shall not be entitled to compensation, payment or reimbursement of any kind for any Extra Services provided by ENGINEER without the prior written approval of the TOWN.

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

Please execute and return a signed copy for our files.

Approved by CLIENT:
Town of Addison

Accepted by ENGINEER:
Teague Nall and Perkins, Inc.

By: _____
Ron Whitehead

By: 
Mark J. Holiday, P.E.

Title: _____
City Manager

Title: Principal

Date: _____

Date: 12-6-04

SUPPLEMENTAL PROVISIONS

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Signing this form shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in the authorization.
2. **LABOR COSTS**
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ATTACHMENT 'A'
PROJECT DESCRIPTION AND SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- A. Location – The project shall be limited to replacement of public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, both located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane.
- B. Purpose – The purpose of the project is to replace existing undersized 6"-diameter water lines within the properties, and to link the two dead-end distribution line systems with a connection line across property limits.

II. ASSUMPTIONS

- A. The approximate amount of line to be included in the design is limited to 1,700 linear feet, and the alignment corridor for which replacement lines will be designed shall be in the same general location as existing lines. The TOWN has provided proposed lines sizes to be 8" in diameter.
- B. The Addison of Brookhaven lines to be replaced include those from the Brookhaven Club drive entry to the bridge over Farmers Branch Creek, and the line adjacent to the northernmost swimming pool and gravel playground/volleyball facility.
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III. ITEMIZED SCOPE OF BASIC SERVICES

Engineer will provide the following services for the development of the project:

- A. ENGINEER shall compile a base plan from field survey data reflecting known existing TOWN utility lines, and known existing franchise utility lines for which ENGINEER is notified of their location in the field or layout map provided by the TOWN or utility companies. The ENGINEER does not take responsibility for the accuracy of the information provided, or the exact location of the existing facilities.
- B. ENGINEER shall prepare preliminary design plans and opinion of probable costs. The preliminary plans shall be at 1"=20' horizontal scale and consist of: a title sheet, a project layout, general notes, construction sequencing, and TOWN standard construction details. It is assumed that the design will include replacement of up to 1,700 linear feet of 6" water line with 8" water lines. Only line segments that are to be bored rather than open cut shall be profiled, at 1"=2' vertical scale.
- C. Submit preliminary plans to the Client for review, and meet with the TOWN staff to discuss the preliminary design plans, and incorporate TOWN comments and directives in the preparation of final construction plans, specifications and bid documents.

- D. Prior to submission of final construction plans, the ENGINEER will perform a QA review of the plans and specifications incorporating previous Town comments.
- E. Submit final construction plans and draft contract documents/specifications for review, and make appropriate revisions based on TOWN comments to prepare for contractor bidding. Along with final construction plans, the ENGINEER will submit on separate letterhead, a letter describing specifically what internal steps have been taken to perform the QA review of this project. The ENGINEER understands that the final plans and specifications will not be accepted by the TOWN without this letter.
- F. Final bidding plans and specifications will be provided by the ENGINEER in .pdf format on CD to the TOWN Purchasing office for distribution to the contractors. The ENGINEER shall address contractor's technical questions about the project during bidding, assist the TOWN in obtaining bids, evaluating the bids for award recommendation and will prepare the contracts for execution. The Engineer will attend one pre-bid and one pre-construction meeting as requested.
- G. The ENGINEER will prepare change orders, if necessary, and participate in final inspection of the various units of work with the TOWN.
- H. ENGINEER shall provide record drawings to the TOWN developed from construction notes and revisions compiled by the contractor and the TOWN's resident project representative. Record drawings shall be provided in electronic form, including .PDFs and CAD files, and mylars.

IV. ITEMIZED SCOPE OF SPECIAL SERVICES

The ENGINEER shall render the following professional services necessary for the development of the Project:

- A. ENGINEER shall perform field surveys for design, including comprehensive topography along the complete routing corridor within the design limits of the Basic Services. Survey corridor shall be considered building-to-building either side of the existing line routes. Existing features to be located include: closest building corners, carports, curbs, trees, fencelines, sidewalks, firelanes, visibly marked existing utility features such as valves, meters, hydrants, manholes, cleanouts, franchise utilities, A/C units, power poles, etc. The survey will be prepared based on the NAD 83 Coordinate system.
- B. ENGINEER shall prepare up to two (2) Permanent and Temporary Easement Documents/Exhibits.

V. EXTRA SERVICES

The following Professional Services are specifically excluded from the scope of work under this contract. Such items shall include, but are not limited to the following:

- A. Preparation of additional real property transfer documents, exhibits, or acquisition.

- B. Subcontract charges, photocopies, plan reproduction;
- C. Preparation of special exhibits for public meetings;
- D. Construction staking or daily inspection and observation of construction, and review of contractor pay requests.
- E. Design, routing, or evaluation of lines outside the limits described in Attachment 'A', and utility relocations other than specified waterlines.
- F. Evaluation/design of drainage improvements.
- G. Detail water modeling, line sizing, and pressure calculations, design of pump stations or storage tanks, or evaluation of needs for such.
- H. Geotechnical investigations, environmental impact statements, evaluation or permitting related to the TNRCC and Corps of Engineers.
- I. Preparation of a Storm Water Pollution Prevention Plan and TCEQ Notice of Intent. The Engineer is not considered an "Operator" of the site. Contractor shall be responsible for plan and SWPPP implementation, maintenance, or modifications.
- J. Irrigation relocation/repair plans

ATTACHMENT 'B'
PROJECT SCHEDULE

The proposed services shall begin within 10 working days of signed authorization to proceed. TNP shall endeavor to accomplish the work in accordance with the schedule shown below. Changes in the scope of work shall result in corresponding revisions to the work schedule. All schedules exclude December 24-27 and December 31-Jan 2, and are subject to the amount of time necessary for the Client to complete necessary reviews.

- A. Perform field surveys and data collection in 21 working days.
- B. Perform a QA review and submit preliminary construction plans for review within 50 calendar days from completion of survey.
- C. Perform a QA review and submit final construction plans and draft bid documents within 21 calendar days from review meeting with Client.

ATTACHMENT C
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Reimbursable/Multiplier Contracts
Effective January 1, 2004 to December 31, 2004*

Engineering / Technical	From	-	To	
Principal	\$110	-	\$200	Per Hour
Project Manager	\$90	-	\$140	Per Hour
IT Manager	\$80	-	\$100	Per Hour
Senior Engineer	\$90	-	\$130	Per Hour
Engineer	\$70	-	\$100	Per Hour
Graduate Engineer	\$65	-	\$90	Per Hour
Landscape Architect / Planner	\$80	-	\$95	Per Hour
Designer	\$75	-	\$95	Per Hour
Senior Designer	\$85	-	\$115	Per Hour
CAD Draftsman	\$30	-	\$55	Per Hour
CAD Technician	\$50	-	\$75	Per Hour
Senior CAD Technician	\$65	-	\$85	Per Hour
IT Technician	\$55	-	\$75	Per Hour
Clerical	\$40	-	\$65	Per Hour
Resident Project Representative	\$40	-	\$65	Per Hour

Surveying

Survey Office Manager	\$115	-	\$120
R.P.L.S.	\$90	-	\$110
Senior Survey Technician	\$65	-	\$80
Junior Survey Technician	\$50	-	\$65
2-Person Field Crew w/Equipment	\$90		
3-Person Field Crew w/Equipment	\$105		
4-Person Field Crew w/Equipment	\$130		
2-Person G.P.S. Crew w/Equipment	\$130		
3-Person G.P.S. Crew w/Equipment	\$150		
1-Person Robotic Crew w/Equipment	\$90		
2-Person Robotic Crew w/Equipment	\$110		
3-Person Robotic Crew w/Equipment	\$125		

Direct Cost Reimbursables

Photocopies	\$0.10/page	letter and legal size bond paper, B&W
	\$0.20/page	11" x 17" size bond paper, B&W
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W
Plots	\$1.00/page	11" x 17" size bond paper, B&W
	\$2.00/page	11" x 17" size bond paper, color
	\$2.00/page	22"x34" and larger bond paper or vellum, B&W
	\$4.00/page	22"x34" and larger bond paper or vellum, color
	\$4.00/page	22"x34" and larger mylar or acetate, B&W
Mileage	\$0.36/mile	

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

* Rates shown are for calendar year 2004 and are subject to change in subsequent years.

12160 North Abrams Road, Suite 508
 Dallas, Texas 75243
 Phone (214) 461-9867 Fax (214) 461-9864

LETTER OF TRANSMITTAL

TO: Jenny Nicewander, P.E.
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

DATE 12/06/04	JOB NO. ADD 04305
RE: Greenhaven Village and Addison of Brookhaven Apartments Waterline Improvements	

- WE ARE SENDING YOU Attached Under separate cover via _____ the following items:
- Shop drawings Prints Plans Samples Specifications
- Copy of letter Change Order Documents

COPIES	DATE	NO.	DESCRIPTION
2	12/06/04		Authorization for Professional Services

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
- For your use Approved as noted Submit _____ copies for distribution
- As requested Returned for corrections Return _____ corrected prints
- For review and comment _____
- FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS

COPY TO:
 TNP file

SIGNED: Mark Holliday

If enclosures are not as noted, kindly notify us at once.

ATTACHMENT 'B'
PROJECT SCHEDULE

The proposed services shall begin within 10 working days of signed authorization to proceed. TNP shall endeavor to accomplish the work in accordance with the schedule shown below. Changes in the scope of work shall result in corresponding revisions to the work schedule. All schedules exclude December 24-27 and December 31-Jan 2, and are subject to the amount of time necessary for the Client to complete necessary reviews.

- A. Perform field surveys and data collection in 21 working days.
- B. Submit preliminary construction plans for review within 50 calendar days from completion of survey.
- C. Submit final construction plans and draft bid documents within 21 calendar days from review meeting with Client.

ATTACHMENT 'A'
PROJECT DESCRIPTION AND SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- A. Location – The project shall be limited to replacement of public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, both located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane.
- B. Purpose – The purpose of the project is to replace existing undersized 6"-diameter water lines within the properties, and to link the two dead-end distribution line systems with a connection line across property limits.

II. ASSUMPTIONS

- A. The approximate amount of line to be included in the design is limited to 1,700 linear feet, and the alignment corridor for which replacement lines will be designed shall be in the same general location as existing lines. The TOWN has provided proposed lines sizes to be 8" in diameter.
- B. The Addison of Brookhaven lines to be replaced include those from the Brookhaven Club drive entry to the bridge over Farmers Branch Creek, and the line adjacent to the northernmost swimming pool and gravel playground/volleyball facility.
- C. The connecting line between the two systems shall be located in the southwestern most corner of the Addison of Brookhaven property and southeastern most corner of the Greenhaven property. Existing lines will be extended through the parking/driving areas, and cross the property line within one of two gaps between and behind existing building structures. Both gaps will be surveyed for evaluation of alignment geometric constraints.

III. ITEMIZED SCOPE OF BASIC SERVICES

Engineer will provide the following services for the development of the project:

- A. ENGINEER shall compile a base plan from field survey data reflecting known existing TOWN utility lines, and known existing franchise utility lines for which ENGINEER is notified of their location in the field or layout map provided by the TOWN or utility companies. The ENGINEER does not take responsibility for the accuracy of the information provided, or the exact location of the existing facilities.
- B. ENGINEER shall prepare preliminary design plans and opinion of probable costs. The preliminary plans shall be at 1"=20' horizontal scale and consist of: a title sheet, a project layout, general notes, construction sequencing, and TOWN standard construction details. It is assumed that the design will include replacement of up to 1,700 linear feet of 6" water line with 8" water lines. Only line segments that are to be bored rather than open cut shall be profiled, at 1"=2' vertical scale.
- C. Submit preliminary plans to the Client for review, and meet with the TOWN staff to discuss the preliminary design plans, and incorporate TOWN comments and directives in the preparation of final construction plans, specifications and bid documents.

- D. Submit final construction plans and draft contract documents/specifications for review, and make appropriate revisions based on TOWN comments to prepare for contractor bidding.
- E. Final bidding plans and specifications will be provided by the ENGINEER in .pdf format on CD to the TOWN Purchasing office for distribution to the contractors. The ENGINEER shall address contractor's technical questions about the project during bidding, assist the TOWN in obtaining bids, evaluating the bids for award recommendation and will prepare the contracts for execution. The Engineer will attend one pre-bid and one pre-construction meeting as requested.
- F. The ENGINEER will prepare change orders, if necessary, and participate in final inspection of the various units of work with the TOWN.
- G. ENGINEER shall provide record drawings to the TOWN developed from construction notes and revisions compiled by the contractor and the TOWN's resident project representative. Record drawings shall be provided in electronic form and mylars.

IV. ITEMIZED SCOPE OF SPECIAL SERVICES

The ENGINEER shall render the following professional services necessary for the development of the Project:

- A. ENGINEER shall perform field surveys for design, including comprehensive topography along the complete routing corridor within the design limits of the Basic Services. Survey corridor shall be considered building-to-building either side of the existing line routes. Existing features to be located include: closest building corners, carports, curbs, trees, fencelines, sidewalks, firelanes, visibly marked existing utility features such as valves, meters, hydrants, manholes, cleanouts, franchise utilities, A/C units, power poles, etc. *SURVEY WILL BE PREPARED BASED ON NAD 83, COORD SYSTEM*
- B. ENGINEER shall prepare up to two (2) Permanent and Temporary Easement Documents/Exhibits.

V. EXTRA SERVICES

The following Professional Services are specifically excluded from the scope of work under this contract. Such items shall include, but are not limited to the following:

- A. Preparation of additional real property transfer documents, exhibits, or acquisition.
- B. Subcontract charges, photocopies, plan reproduction;
- C. Preparation of special exhibits for public meetings;
- D. Construction staking or daily inspection and observation of construction, and review of contractor pay requests.
- E. Design, routing, or evaluation of lines outside the limits described in Attachment 'A',

and utility relocations other than specified waterlines.

- F. Evaluation/design of drainage improvements.
- G. Detail water modeling, line sizing, and pressure calculations, design of pump stations or storage tanks, or evaluation of needs for such.
- H. Geotechnical investigations, environmental impact statements, evaluation or permitting related to the TNRCC and Corps of Engineers.
- I. Preparation of a Storm Water Pollution Prevention Plan and TCEQ Notice of Intent. The Engineer is not considered an "Operator" of the site. Contractor shall be responsible for plan and SWPPP implementation, maintenance, or modifications.
- J. Irrigation relocation/repair plans

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Effective January 1, 2004 to December 31, 2004*

Engineering / Technical	From	-	To	
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Senior Engineer	\$90	-	\$130	Per Hour
Engineer	\$70	-	\$100	Per Hour
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Designer	\$75	-	\$95	Per Hour
Senior Designer	\$85	-	\$115	Per Hour
CAD Draftsman	\$30	-	\$55	Per Hour
CAD Technician	\$50	-	\$75	Per Hour
Senior CAD Technician	\$65	-	\$85	Per Hour
IT Technician	\$55	-	\$75	Per Hour
Clerical	\$40	-	\$65	Per Hour
Resident Project Representative	\$40	-	\$65	Per Hour

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Survey Office Manager	\$115	-	\$120
R.P.L.S.	\$90	-	\$110
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Junior Survey Technician	\$50	-	\$65
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3-Person G.P.S. Crew w/Equipment	\$150		
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3-Person Robotic Crew w/Equipment	\$125		

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Photocopies	\$0.10/page	letter and legal size bond paper, B&W
	\$0.20/page	11" x 17" size bond paper, B&W
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W
Plots	\$1.00/page	11" x 17" size bond paper, B&W
	\$2.00/page	11" x 17" size bond paper, color
	\$2.00/page	22"x34" and larger bond paper or vellum, B&W
	\$4.00/page	22"x34" and larger bond paper or vellum, color
	\$4.00/page	22"x34" and larger mylar or acetate, B&W
Mileage	\$0.36/mile	

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

* Rates shown are for calendar year 2004 and are subject to change in subsequent years.

From: Jenny Nicewander
Sent: Monday, November 29, 2004 4:37 PM
To: Jim Pierce; Steve Chutchian
Subject: FW: Greenhaven Water Improvements

I was thinking we could add the following language to the contract wrt the QA review we were talking about... the stuff in red is what I would add to the scope as part of the the contract.

D. Prior to submission of final construction plans the consultant will perform a QA review of the plans and specifications incorporating previous Town comments.

E. Submit final construction plans and draft contract documents/specifications for review, and make appropriate revisions based on TOWN comments to prepare for contractor bidding. Along with final construction plans the consultant will submit on separate letterhead, a letter ~~indicating a QA review~~ *of* ~~was done on~~ this project. The consultant understands Final plans and specifications will not be accepted by the Town with out this letter.

-----Original Message-----
From: Mark Holliday [mailto:mholliday@tnp-online.com]
Sent: Monday, November 29, 2004 3:46 PM
To: Jenny Nicewander
Subject: Greenhaven Water Improvements

internal (describing specifically what steps have been taken to perform the

Good afternoon Jenny. I hope you had a good Thanksgiving.

Attached is the contract proposal for the apartment waterline improvements. If everything looks ok, I will send signed originals for execution. Let me know if you have questions.

Mark J. Holliday, P.E.
Teague Nall and Perkins, Inc.
Ph 214-461-9867
Fax 214-461-9864

Jenny - my comments
Jim

-----Original Message-----
From: Jenny Nicewander [mailto:jnicewander@ci.addison.tx.us]
Sent: Tuesday, November 09, 2004 1:27 PM
To: Mark Holliday
Subject: PDF's 2 of 2

The Information contained in this message is intended to be legally privileged and confidential for the use of the named recipient. If the reader is not the named recipient, you are hereby notified that any dissemination or copying of this message is strictly prohibited. If you are not the named recipient, please immediately notify the sender and destroy the message and all copies.

11/30/2004



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Greenhaven Village and Addison of Brookhaven Apartments
 Waterline Improvements

TNP PROJECT NUMBER: ADD 04305

CLIENT: Town of Addison
 Attn: Steve Chutchian, P.E.
ADDRESS: P.O. Box 9010
 Addison, Texas 75001-9010



The Town of Addison (CLIENT or TOWN) hereby requests and authorizes Teague Nall and Perkins, Inc., (ENGINEER) to perform the following services:

SCOPE: Provide professional engineering services for construction plan preparation for public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane within the Town of Addison, Texas. A detailed project description and scope of services is included as Attachment 'A' and is made a part hereto.

COMPENSATION: Services rendered for Basic Services as summarized above and itemized in Attachment 'A', shall be billed monthly based on the ENGINEER's estimate of the percentage of work completed, and paid promptly upon receipt of invoice. Agreement to this contract acknowledges available funding for the proposed services. The Town of Addison agrees to pay the ENGINEER the following fixed fees:

- BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER for:

Construction Plan Preparation and Construction Administration	\$25,500 fixed fee 23,900
--	-------------------------------------

- SPECIAL SERVICES:** Compensation for Special Services not covered by the Basic Services provided for herein shall be as shown below. Special Services are itemized specifically in Attachment 'A'. The Town of Addison agrees to pay the ENGINEER the following:

Design Survey and Preparation of Easements (2 Perm. Utility and 2 Temp. Construction)	\$12,500 fixed fee 10,600
--	-------------------------------------

Delays by the CLIENT in excess of 12 months to the project completion, due to circumstances out of ENGINEER'S control, shall result in appropriate adjustments to compensation.

34,500

3. **EXTRA SERVICES:** Engineering services provided by the ENGINEER not included in Attachment A, and approved in writing by the TOWN, shall be considered additional work and shall be reimbursed at standard TNP hourly rates as listed in Attachment 'C', or TNP rates for items provided in-house, or direct expenses time a multiplier of 1.10 for non-labor, subcontract or mileage items. ENGINEER shall not be entitled to compensation, payment or reimbursement of any kind for any Extra Services provided by ENGINEER without the prior written approval of the TOWN.

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

Please execute and return a signed copy for our files.

Approved by CLIENT:
Town of Addison

Accepted by ENGINEER:
Teague Nall and Perkins, Inc.

By: _____
Ron Whitehead

By: _____
Mark J. Holliday, P.E.

Title: _____
City Manager

Title: Principal

Date: _____

Date: _____

SUPPLEMENTAL 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 the 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 opinions 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 opinions.
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. 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 in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT 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.
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.



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Greenhaven Village and Addison of Brookhaven Apartments
Waterline Improvements

TNP PROJECT NUMBER: ADD 04305

CLIENT: Town of Addison
Attn: Steve Chutchian, P.E.

ADDRESS: P.O. Box 9010
Addison, Texas 75001-9010

The Town of Addison (CLIENT or TOWN) hereby requests and authorizes Teague Nall and Perkins, Inc., (ENGINEER) to perform the following services:

SCOPE: Provide professional engineering services for construction plan preparation for public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane within the Town of Addison, Texas. A detailed project description and scope of services is included as Attachment 'A' and is made a part hereto.

COMPENSATION: Services rendered for Basic Services as summarized above and itemized in Attachment 'A', shall be billed monthly based on the ENGINEER's estimate of the percentage of work completed, and paid promptly upon receipt of invoice. Agreement to this contract acknowledges available funding for the proposed services. The Town of Addison agrees to pay the ENGINEER the following fixed fees:

1. **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER for:

Construction Plan Preparation and
Construction Administration \$25,500 fixed fee

2. **SPECIAL SERVICES:** Compensation for Special Services not covered by the Basic Services provided for herein shall be as shown below. Special Services are itemized specifically in Attachment 'A'. The Town of Addison agrees to pay the ENGINEER the following:

Design Survey and Preparation of
Easements (2 Perm. Utility and 2 Temp. Construction) \$12,500 fixed fee

Delays by the CLIENT in excess of 12 months to the project completion, due to circumstances out of ENGINEER'S control, shall result in appropriate adjustments to compensation.

3. **EXTRA SERVICES:** Engineering services provided by the ENGINEER not included in Attachment A, and approved in writing by the TOWN, shall be considered additional work and shall be reimbursed at standard TNP hourly rates as listed in Attachment 'C', or TNP rates for items provided in-house, or direct expenses time a multiplier of 1.10 for non-labor, subcontract or mileage items. ENGINEER shall not be entitled to compensation, payment or reimbursement of any kind for any Extra Services provided by ENGINEER without the prior written approval of the TOWN.

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

Please execute and return a signed copy for our files.

Approved by CLIENT:
Town of Addison

Accepted by ENGINEER:
Teague Nali and Perkins, Inc.

By: _____
Ron Whitehead

By: _____
Mark J. Holliday, P.E.

Title: _____
City Manager

Title: Principal _____

Date: _____

Date: _____

SUPPLEMENTAL 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 the 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 opinions 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 opinions.
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. 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 in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT 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.
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 'A'
PROJECT DESCRIPTION AND SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- A. Location – The project shall be limited to replacement of public water lines partially within the Greenhaven Village and Addison of Brookhaven apartment complexes, both located adjacent to Brookhaven Club Drive between Spring Valley and Marsh Lane.
- B. Purpose – The purpose of the project is to replace existing undersized 6"-diameter water lines within the properties, and to link the two dead-end distribution line systems with a connection line across property limits.

II. ASSUMPTIONS

- A. The approximate amount of line to be included in the design is limited to 1,700 linear feet, and the alignment corridor for which replacement lines will be designed shall be in the same general location as existing lines. The TOWN has provided proposed lines sizes to be 8" in diameter.
- B. The Addison of Brookhaven lines to be replaced include those from the Brookhaven Club drive entry to the bridge over Farmers Branch Creek, and the line adjacent to the northernmost swimming pool and gravel playground/volleyball facility.
- C. The connecting line between the two systems shall be located in the southwestern most corner of the Addison of Brookhaven property and southeastern most corner of the Greenhaven property. Existing lines will be extended through the parking/driving areas, and cross the property line within one of two gaps between and behind existing building structures. Both gaps will be surveyed for evaluation of alignment geometric constraints.

III. ITEMIZED SCOPE OF BASIC SERVICES

Engineer will provide the following services for the development of the project:

- A. ENGINEER shall compile a base plan from field survey data reflecting known existing TOWN utility lines, and known existing franchise utility lines for which ENGINEER is notified of their location in the field or layout map provided by the TOWN or utility companies. The ENGINEER does not take responsibility for the accuracy of the information provided, or the exact location of the existing facilities.
- B. ENGINEER shall prepare preliminary design plans and opinion of probable costs. The preliminary plans shall be at 1"=20' horizontal scale and consist of: a title sheet, a project layout, general notes, construction sequencing, and TOWN standard construction details. It is assumed that the design will include replacement of up to 1,700 linear feet of 6" water line with 8" water lines. Only line segments that are to be bored rather than open cut shall be profiled, at 1"=2' vertical scale.
- C. Submit preliminary plans to the Client for review, and meet with the TOWN staff to discuss the preliminary design plans, and incorporate TOWN comments and directives in the preparation of final construction plans, specifications and bid documents.

30, 60, 90, QA, BID DOC ?

SUBMISSION OF
PRIOR TO FINAL CONSTRUCTION PLANS

TALP WILL PERFORM A
QA REVIEW OF THE PLANS INCORPORATING
PREVIOUS TOW COMMENTS.

- D. Submit final construction plans and draft contract documents/specifications for review, and make appropriate revisions based on TOWN comments to prepare for contractor bidding. *ALONG W/ FINAL CONSTRUCTION PLANS, TALP WILL SUBMIT,*
- E. Final bidding plans and specifications will be provided by the ENGINEER in .pdf format on CD to the TOWN Purchasing office for distribution to the contractors. The ENGINEER shall address contractor's technical questions about the project during bidding, assist the TOWN in obtaining bids, evaluating the bids for award recommendation and will prepare the contracts for execution. The Engineer will attend one pre-bid and one pre-construction meeting as requested. *ON SEPARATE LETTERHEAD, A LETTER INDICATING A QA REVIEW DONE ON THIS PROJECT*
- F. The ENGINEER will prepare change orders, if necessary, and participate in final inspection of the various units of work with the TOWN.
- G. ENGINEER shall provide record drawings to the TOWN developed from construction notes and revisions compiled by the contractor and the TOWN's resident project representative. Record drawings shall be provided in electronic form and mylars.

TALP REQUIRES FINAL PLANS WILL NOT BE ACCEPTED BY THE TOWN W/O THIS LETTER

IV. ITEMIZED SCOPE OF SPECIAL SERVICES

The ENGINEER shall render the following professional services necessary for the development of the Project:

- A. ENGINEER shall perform field surveys for design, including comprehensive topography along the complete routing corridor within the design limits of the Basic Services. Survey corridor shall be considered building-to-building either side of the existing line routes. Existing features to be located include: closest building corners, carports, curbs, trees, fencelines, sidewalks, firelanes, visibly marked existing utility features such as valves, meters, hydrants, manholes, cleanouts, franchise utilities, A/C units, power poles, etc.
- B. ENGINEER shall prepare up to two (2) Permanent and Temporary Easement Documents/Exhibits.

V. EXTRA SERVICES

The following Professional Services are specifically excluded from the scope of work under this contract. Such items shall include, but are not limited to the following:

- A. Preparation of additional real property transfer documents, exhibits, or acquisition.
- B. Subcontract charges, photocopies, plan reproduction;
- C. Preparation of special exhibits for public meetings;
- D. Construction staking or daily inspection and observation of construction, and review of contractor pay requests.
- E. Design, routing, or evaluation of lines outside the limits described in Attachment 'A',

and utility relocations other than specified waterlines.

- F. Evaluation/design of drainage improvements.
- G. Detail water modeling, line sizing, and pressure calculations, design of pump stations or storage tanks, or evaluation of needs for such.
- H. Geotechnical investigations, environmental impact statements, evaluation or permitting related to the TNRCC and Corps of Engineers.
- I. Preparation of a Storm Water Pollution Prevention Plan and TCEQ Notice of Intent. The Engineer is not considered an "Operator" of the site. Contractor shall be responsible for plan and SWPPP implementation, maintenance, or modifications.
- J. Irrigation relocation/repair plans

ATTACHMENT 'B'
PROJECT SCHEDULE

The proposed services shall begin within 10 working days of signed authorization to proceed. TNP shall endeavor to accomplish the work in accordance with the schedule shown below. Changes in the scope of work shall result in corresponding revisions to the work schedule. All schedules exclude December 24-27 and December 31-Jan 2, and are subject to the amount of time necessary for the Client to complete necessary reviews.

- A. Perform field surveys and data collection in 21 working days.
- B. Submit preliminary construction plans for review within 50 calendar days from completion of survey.
- C. Submit final construction plans and draft bid documents within 21 calendar days from review meeting with Client.

ATTACHMENT C
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Reimbursable/Multiplier Contracts
Effective January 1, 2004 to December 31, 2004*

Engineering / Technical	From	To	
Principal	\$110	-	\$200 Per Hour
Project Manager	\$90	-	\$140 Per Hour
IT Manager	\$80	-	\$100 Per Hour
Senior Engineer	\$90	-	\$130 Per Hour
Engineer	\$70	-	\$100 Per Hour
Graduate Engineer	\$65	-	\$90 Per Hour
Landscape Architect / Planner	\$80	-	\$95 Per Hour
Designer	\$75	-	\$95 Per Hour
Senior Designer	\$85	-	\$115 Per Hour
CAD Draftsman	\$30	-	\$55 Per Hour
CAD Technician	\$50	-	\$75 Per Hour
Senior CAD Technician	\$65	-	\$85 Per Hour
IT Technician	\$55	-	\$75 Per Hour
Clerical	\$40	-	\$65 Per Hour
Resident Project Representative	\$40	-	\$65 Per Hour

Surveying

Survey Office Manager	\$115	-	\$120
R.P.L.S.	\$90	-	\$110
Senior Survey Technician	\$65	-	\$80
Junior Survey Technician	\$50	-	\$65
2-Person Field Crew w/Equipment	\$90		
3-Person Field Crew w/Equipment	\$105		
4-Person Field Crew w/Equipment	\$130		
2-Person G.P.S. Crew w/Equipment	\$130		
3-Person G.P.S. Crew w/Equipment	\$150		
1-Person Robotic Crew w/Equipment	\$90		
2-Person Robotic Crew w/Equipment	\$110		
3-Person Robotic Crew w/Equipment	\$125		

Direct Cost Reimbursables

Photocopies	\$0.10/page	letter and legal size bond paper, B&W
	\$0.20/page	11" x 17" size bond paper, B&W
Plots	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W
	\$1.00/page	11" x 17" size bond paper, B&W
	\$2.00/page	11" x 17" size bond paper, color
	\$2.00/page	22"x34" and larger bond paper or vellum, B&W
	\$4.00/page	22"x34" and larger bond paper or vellum, color
	\$4.00/page	22"x34" and larger mylar or acetate, B&W
Mileage	\$0.36/mile	

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

* Rates shown are for calendar year 2004 and are subject to change in subsequent years.

DATE SUBMITTED: December 29, 2004
FOR COUNCIL MEETING: January 11, 2005

Council Agenda Item:

SUMMARY:

This item is for the approval of an Engineering Services Contract for the design of the Addison on Brookhaven Apartments and the Greenhaven Village Apartments Water System Improvements.

FINANCIAL IMPACT:

Budgeted Amount: \$177,000
Cost: \$35,000.00 (Engineering, Survey, Easement Prep Only)
Source of Funds: Funds are available from the FY 2004-05 Water and Sewer Fund, as indicated in the Five Year Capital Replacement Program.

BACKGROUND:

This project was established by the Public Works Department from a need to replace an existing undersized 6-inch diameter water line with an 8-inch diameter water line in the Addison on Brookhaven Apartments and the Greenhaven Village Apartment complexes. This project will also link the two dead-end distribution line systems with a connection line across the property limits. The connection across the apartment complexes will require the preparation of temporary construction easements and permanent utility easements. This portion of the Town's water system is in a deteriorated condition primarily due to age.

The attached proposal for engineering services was negotiated with the firm of Teague Nall and Perkins, Inc., in the total amount not to exceed \$35,000.00, for the design of the replacement of the existing 6-inch water main system. Their fee is broken down according to task as follows:

Construction Plan Preparation, Construction Administration	\$24,000.00
Design Survey and Preparation of 2 Permanent and 2 temporary Construction Easements	<u>\$11,000.00</u>
Total Fee for Services.....	\$35,000.00

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with Teague Nall and Perkins, Inc., in the amount of \$35,000.00, for engineering services associated with the design of the Addison on Brookhaven Apartments and the Greenhaven Village Water System Improvements project.

Project:	Arapaho Road – Phase III
Client:	Town of Addison, Texas
Report No.:	2
Time Period:	12/18/04 through 12/24/04
Prepared By:	GVB

Work Started or Progressed

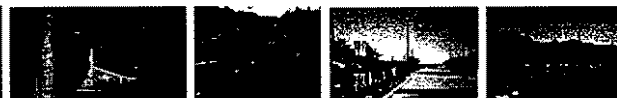
- Traffic Shift @ Midway Rd. – Three to Two Lanes – Phase I
- 10” Sanitary Sewer Installation to Station 12+50 and continuing.
- Drilling and Placement of Concrete for Bridge Foundation Bents 6 to 9
- Installation of Storm Sewer Box Culverts Line A & B
- Installation of Lateral for inlet along Line A & B Storm Sewer
- Placement of the Bridge Columns Bents 6 to 9
- Excavation of Roadway and Site at Brickyard

Work Completed

- Storm Sewer Box Culvert Line A & B between Station 1+50 back to 0+90
- 10” Sanitary Sewer installed Station 10+00 to 12+50 (East of Midway Rd)
- Bridge Foundation (Drill Shafts) Bents 4, 5, 9-1, 9-2, 9-3 & 9-6
- Bridge Substructures (Columns) Bents 3, 4, & 5

Work Scheduled to be Performed During Next Week

- **Utility Crossing of Storm Sewer Box Culvert Line A & B, 10” Sanitary Sewer and Lowering of the Existing 16” Water Main at Midway Rd.**
- **Continue 10” Sanitary Sewer to the East.**
- **Bridge Foundation – Bent 9, then remaining Bents**
- **Bridge Substructures – Columns Bent 6 to 8 and Bent 9 Base**
- **Maintain Midway Traffic Lane Shift**
- **Brickyard site work**



DATE SUBMITTED: December 29, 2004
FOR COUNCIL MEETING: January 11, 2005

Council Agenda Item:

SUMMARY:

This item is for the approval of an Engineering Services Contract for the design of the Addison on Brookhaven Apartments and the Greenhaven Village Apartments Water System Improvements.

FINANCIAL IMPACT:

Budgeted Amount: \$177,000

Cost: \$35,000.00 (Engineering Only)

Source of Funds: Funds are available from the FY 2004-05 Water and Sewer Fund, as indicated in the Five Year Capital Replacement Program.

BACKGROUND:

This project was established by the Public Works Department from a need to replace the existing 8" water main system within the Addison on Brookhaven Apartments and the Greenhaven Village Apartment complexes and surrounding area. This portion of the Town's water system is in a deteriorated condition primarily due to age. The attached proposal for engineering services was negotiated with the firm of Teague Nall and Perkins, Inc., in the total amount not to exceed \$35,000.00, for the design of the replacement of the existing 8" water main system.

I thought we changed this scope

Jerry Davis

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with Teague Nall and Perkins, Inc., in the amount of \$35,000.00, for engineering services associated with the design of the Addison on Brookhaven Apartments and the Greenhaven Village Water System Improvements project.

Exempt

*35k sounds like a lot
I would break down the fee something like:*

*Surveying _____
Engineering _____
Construct Phase SVCS _____
Total*