

**AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN THE  
CITY OF NORTH RICHLAND HILLS  
AND  
HALFF ASSOCIATES, INC.**

**I.**

This Agreement is executed by and between the City of North Richland Hills, a municipal corporation located in Tarrant County, Texas, acting by and through Mark Hindman, its duly authorized City Manager (hereinafter called "CITY"), and Halff Associates, Inc., a Texas corporation, acting by and through Scott Rushing; its duly authorized agent (hereinafter called "ENGINEER").

**WITNESSETH**, that CITY desires professional engineering services in connection with the **MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS**

**NOW, THEREFORE**, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**II. PROJECT**

In this Agreement, the "PROJECT" means the engineering design of the **MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS** in accordance with the Public Works Design Manual, applicable City codes, regulations and standards.

**III. BASIC AGREEMENT**

ENGINEER is an independent contractor and undertakes and agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. It is understood and agreed that ENGINEER is not and will not by virtue of this contract be deemed to be an agent or employee of CITY and that CITY will not be entitled to direct the performance by ENGINEER's employees or subcontractors of the tasks contemplated by this contract. All engineering services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VIII: "Compensation" and Exhibit F: "Compensation".

**IV. SCOPE OF ENGINEER'S SERVICES**

ENGINEER shall render the professional services necessary for development of the PROJECT, in accordance with the schedule in Exhibit A: "Project Schedule" and as detailed in Exhibit B: "Basic Engineering Services", said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently

maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

## **V. SPECIAL ENGINEERING SERVICES**

The CITY will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement.

## **VI. ADDITIONAL ENGINEERING SERVICES**

Additional Engineering Services are defined in Exhibit D: "Additional Engineering Services", attached hereto and made a part of this Agreement. No Additional Engineering Services are authorized unless authorization for specified additional services are provided to ENGINEER by CITY in writing and approved by CITY.

## **VII. SCOPE OF CITY SERVICES**

The CITY will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the CITY", attached hereto and made a part of this Agreement.

## **VIII. COMPENSATION**

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments including without limitation reimbursable expenses, to ENGINEER by CITY for the services stated in Section IV and Section V above shall not exceed **PROJECT COST (\$199,879.00)**.
- C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.
- D. CITY and ENGINEER understand that the variables in ENGINEER's cost of performance may fluctuate. The parties agree that any fluctuation in ENGINEER's costs will in no way alter ENGINEER's obligations under this Agreement nor excuse performance or delay on ENGINEER's part.

## **IX. OWNERSHIP OF DOCUMENTS**

Upon receipt of payment in full, all completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of CITY when the Agreement is concluded or terminated, and may be used by CITY in any manner it desires; provided, however, that ENGINEER is not responsible and shall not be

liable for the CITY'S use of such documents for any purpose other than the PROJECT described in this Agreement.

## **X. INDEMNITY**

**ENGINEER AND ITS SUBENGINEERS SHALL INDEMNIFY AND HOLD CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF ENGINEER OR ITS SUBENGINEERS, AND ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK AND IMPROVEMENTS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR, OR OMISSION IN THE PERFORMANCE OF ENGINEER'S PROFESSIONAL SERVICES OR IN THE PREPARATION OF EVALUATIONS, REPORTS, SURVEYS, DESIGNS, WORKING DRAWINGS, SPECIFICATIONS AND OTHER ENGINEERING DOCUMENTS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH; ENGINEER SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES OR ANY OF THEM ON ACCOUNT OF THE FOREGOING DESCRIBED NEGLIGENT ACTS, ERRORS OR OMISSIONS, AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAYBE INCURRED BY OR RENDERED AGAINST CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES OR ANY OF THEM, IN CONNECTION WITH THE FOREGOING DESCRIBED NEGLIGENT ACTS, ERRORS, OR OMISSIONS; PROVIDED AND EXCEPT HOWEVER, THAT THIS INDEMNIFICATION PROVISION SHALL NOT BE CONSTRUED AS REQUIRING ENGINEER TO INDEMNIFY OR HOLD CITY OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGES, LIABILITY OR EXPENSE, ON ACCOUNT OF DAMAGE TO PROPERTY OR INJURIES TO PERSONS CAUSED BY DEFECTS OR DEFICIENCIES IN DESIGN CRITERIA AND INFORMATION FURNISHED TO ENGINEER BY CITY, OR ANY SIGNIFICANT DEVIATION IN CONSTRUCTION FROM ENGINEER'S DESIGNS, WORKING DRAWINGS, SPECIFICATIONS OR OTHER ENGINEERING DOCUMENTS.**

Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subENGINEERs, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents. Approval by CITY shall not be deemed to be an assumption of such responsibility and liability by CITY for any error, omission, defect, deficiency or negligence in the performance of ENGINEER's professional services or in the preparation of the evaluations, reports, surveys, designs, working drawings and specifications or other engineering documents by ENGINEER, its officers, agents, employees and subENGINEERs, it being the intent of the parties that approval by CITY signifies CITY's approval of only the general design concept of the improvements to be constructed.

## **XI. INSURANCE**

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect ENGINEER, its subcontractors, its subENGINEERs and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying that the following minimum limits of coverage are provided:

**A. Worker's Compensation Insurance:**

Statutory requirements (\$ 300,000 minimum)

**B. Comprehensive General Liability and Bodily Injury:**

Bodily Injury	\$ 500,000 per person, or \$ 1,000,000 per occurrence; and
Property Damage	\$ 100,000 each occurrence; or
Combined Single Limit	\$ 1,000,000 aggregate

**C. Comprehensive Automobile Liability:**

Bodily Injury	\$ 500,000 per person, or \$ 1,000,000 per occurrence; and
Property Damage	\$ 100,000 each occurrence; or
Combined Single Limit	\$ 1,000,000 aggregate

**D. Professional Liability:**

Errors and Omissions \$ 1,000,000 per claim/aggregate

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to CITY.

## **XII. ARBITRATION**

No arbitration arising out of or relating to this Agreement shall occur without both parties' written approval.

## **XIII. TERMINATION AND SUSPENSION**

- A. CITY may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either CITY or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.

- B. If CITY terminates this Agreement under the foregoing Paragraph A, CITY shall pay ENGINEER a reasonable amount for services performed prior to such termination, which payment shall be based upon the payroll cost of employees engaged on the work by ENGINEER up to the date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section VIII: "Compensation" hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work completed.

#### **XIV. SUCCESSORS AND ASSIGNS**

CITY and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY.

#### **XV. AUTHORIZATION, PROGRESS, AND COMPLETION**

CITY and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, CITY and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to CITY Council approval.

For Additional Engineering Services, the authorization by CITY shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by CITY and ENGINEER.

It is understood that this Agreement contemplates the full and complete Engineering services for this PROJECT including any and all services necessary to complete the work as outlined in Exhibit B: "Basic Engineering Services". Nothing contained herein shall be construed as authorizing additional fees for services to provide complete services necessary for the successful completion of this PROJECT.

#### **XVI. SUBCONTRACTS**

ENGINEER shall be entitled, only if approved by CITY, to subcontract a portion of the services to be performed by ENGINEER under this Agreement.

#### **XVII. RIGHT TO AUDIT**

ENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in all its subENGINEER agreements hereunder a provision to the effect that the subENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of such subENGINEER, involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all subENGINEER facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article. CITY shall give subENGINEER reasonable advance notice of intended audits.

## **XVIII. EXHIBITS**

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit "A"	Project Schedule
Exhibit "B"	Basic Engineering Services
Exhibit "C"	Special Engineering Services
Exhibit "D"	Additional Engineering Services
Exhibit "E"	Services to be provided by the CITY
Exhibit "F"	Compensation
Exhibit "G"	Form 1295

## **XIX. MISCELLANEOUS**

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.
- B. Legal Expenses. In the event legal action is brought by CITY or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this Agreement, the prevailing party in any litigation between the parties to this agreement shall be entitled to reasonable attorney fees.
- C. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER:

Halff Associates, Inc.

Attn: Scott Rushing, PE, CFM  
Water Resources Team Leader  
4000 Fossil Creek Boulevard  
Fort Worth, Texas 76137

If to CITY:

City of North Richland Hills  
Attn: Caroline Waggoner, PE  
Director of Public Works  
Public Works & Engineering Department  
4301 City Point Drive  
North Richland Hills, Texas 76180

With Copies to the CITY Manager and CITY Attorney at the same address.

- D. Independent Contractor. ENGINEER shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the CITY and ENGINEER shall have the exclusive right to control services performed hereunder by ENGINEER, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees, and subENGINEERs. Nothing herewith shall be construed as creating a partnership or joint venture between CITY and ENGINEER, its officers, agents, employees and subENGINEERs; and the doctrine of respondent superior has no application as between CITY and ENGINEER.
- E. Venue. This Agreement shall be governed by the laws of the State of Texas, and venue in any proceeding relating to this Agreement shall be in Tarrant County, Texas.
- F. Entire Agreement. This Agreement represents the entire agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.
- G. Severability. If any provision in this Agreement shall be held illegal by a valid final judgment of a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable.
- H. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including but not limited to personal financial interests, direct or indirect, in property abutting the PROJECT and business relationships with abutting property owners. ENGINEER further warrants that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under this Agreement.

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF NORTH RICHLAND HILLS  
(CITY)

HALFF ASSOCIATES, INC.  
(ENGINEER)

By: \_\_\_\_\_  
Mark Hindman, City Manager

By: \_\_\_\_\_  
Scott Rushing, Team Leader

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Alicia Richardson, City Secretary/Chief  
Governance Officer

\_\_\_\_\_  
Notary Public in and for the State of Texas

APPROVED TO FORM AND LEGALITY:

\_\_\_\_\_  
Maleshia B. McGinnis, City Attorney

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

***CITY SEAL***

***CORPORATE SEAL***



**EXHIBIT A**

**PROJECT SCHEDULE**  
**FOR**  
**MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS**

**PROJECT SCHEDULE**

The Scope of Services for this PROJECT is based on the following schedule:

- A.** Completion of design surveys and geotechnical investigation: 45 calendar days from date of written authorization to begin work.
- B.** Complete Feasibility Analysis: 90 calendar days from date of written authorization to begin.
- C.** Completion/furnishing 30% conceptual schematic, bid quantities, and construction cost estimate: 120 calendar days from date of written authorization to begin.
- D.** Completion/furnishing 60% preliminary plans, specifications, bid quantities, and construction cost estimate: 165 calendar days from date of written authorization to begin, excluding CITY review time.
- E.** Completion/furnishing 90% final plans, specifications, bid quantities, and construction cost estimate: 210 calendar days from date of written authorization to begin, excluding CITY review time.
- F.** Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 240 calendar days from date of written authorization to begin, excluding CITY review time.
- G.** Bidding services: 60 calendar days from CITY's approval of final plans.
- H.** Closure: 20 calendar days from the date of construction completion.

**EXHIBIT B**

**BASIC ENGINEERING SERVICES  
FOR  
MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS**

The scope of work for BASIC Engineering Services involves Hydraulic Analysis, Preliminary and Final Design, Project Plans, Specifications and Estimates on Drainage Design services. The project includes constructing a storm drain relief line within the Meadow Lakes sub-division to alleviate flooding within the neighborhood. This scope assumes the relief line will connect to the existing storm main near the intersection of Meadow Lakes Drive and Lake Side Circle, head west down Meadow Lakes Drive, turn south down Pebble Court and outfall to the existing reservoir.

**I. PROJECT MANAGEMENT**

Manage the Team:

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

Communications and Reporting:

- Attend one pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct review meetings with the CITY at the end of each design phase. Up to three (3) total.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Meet with CITY engineering staff and obtain any additional design criteria, available GIS information, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, previous studies prepared by others, as-built plans for portions of surrounding infrastructure, historical drainage complaints and other information available for the project area. This shall coincide with the project kickoff meeting.

**II. HYDRAULIC ANALYSIS**

- (1) The ENGINEER shall leverage the effective hydraulic model (LOMR Case No.) associated with the Stream BFC-7 Watershed Study to perform hydraulic analyses for the proposed drainage improvements at each milestone submittal; 30%, 60%, 90% and 100%. ENGINEER will evaluate one (1) alignment along Meadow Lakes Drive and Pebble Court and identify challenges with hydrology and hydraulics, grading, utilities, easements, and roadway geometry and develop an alternative concept to overcome these challenges.

ENGINEER will develop a hydrologic and hydraulic memorandum and exhibit(s) to document the hydraulic analysis and support Task V FEMA LOMR SUBMITTAL.

### III. CONSTRUCTION PLANS

The ENGINEER shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The following particulars will also apply. The construction plans will consist of numerous sheets ordered as follows:

- (2) Cover Sheet and Sheet Index: The cover sheet shall include a location map. Additionally, the cover sheet shall show the project name, project number, date, CITY logo, ENGINEER's name, address, and telephone number and other items as may be specified. Following the title sheet shall be a sheet index with drawings numbered consecutively and without subscripts.
- (3) Project Layout Sheet(s): The project layout sheet(s) will be drawn to a scale of 1" = 50' and laid out with the north arrow up or to the right. The purpose of the project layout is to depict the project in a simplified view. Major items of work will be shown without excessive detail. Additionally, survey control points shall be shown.
- (4) Project General Notes and Legend: These sheets will include a listing of abbreviations, legend, and general notes.
- (5) Typical Sections: Typical sections shall be drawn to scales of 1" = 5' h and 1" = 2' v and shall depict a view looking north or east. As a minimum, typical sections will be drawn showing the relationship of the proposed street and existing and proposed improvements. Typical sections will include existing roadways, right-of-way lines, etc., along with all proposed roadway improvements and will depict all significant items of work.
- (6) Plan and Profile Sheets (Paving, Storm Drain, Water, and Sanitary Sewer): Plan-profile sheets will be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Plan-profile sheets will be drawn to scales of 1" = 20' h and 1" = 4' v. Stationing will be from south to north or west to east with the beginning station being set at approximately 1+00. Each plan-profile sheet will include no more than 500 feet; thus, leaving ample margins both left and right. The plan and profile station will align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Plan-profile sheets shall depict all existing and proposed items pertinent to the project. Water line profiles shall only be provided for lines 12-inch and larger. Lines smaller than 12-inch shall be designed in plan only.
- (7) Grading Plans: Halff will provide grading plans drawn at a scale of 1"=20'.
- (8) Drainage Plans: Halff will provide a drainage area map and calculations to support the design/upsized of a closed conduit system and determine any additional inlets needed to appropriately convey runoff. Existing storm drain infrastructure will remain in place wherever practicable.

- (9) Detail Sheets: The CITY's standard drawings will be used as a beginning point in developing standard details for this project. They will be reviewed and modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the CITY's standard sheet format with complete title block.
- (10) Miscellaneous: Construction plans will also address erosion control, utility adjustments, traffic control (including phasing, detours, road closures, signing, barricading, etc.), pavement markings and signage, sleeves for future median irrigation, and all other improvements.
- (11) Cross Sections: Cross sections shall be drawn to scales of 1" = 10' h and 1" = 5' v on sheets of 1" grids H and V. They shall be arranged from bottom to top of the sheet looking up station and shall show existing and proposed features and improvements. Generally, no more than eight (8) sections per sheet are to be plotted. Each section should extend beyond the easement and rights-of-way a sufficient distance to clearly show the relationship between the proposed improvements and the existing properties. Full sections will be drawn at maximum spacings of 50 feet.
- (12) Review Plans: The ENGINEER shall develop conceptual plans and profiles and estimates of probable cost for the 30% milestone. A rolled schematic will be provided for review and comment and to determine the feasibility of the project and confirm constructability and cost prior to developing preliminary plans. Preliminary plans shall then be prepared and submitted at the 60% milestone. Final plans shall be prepared and submitted at the 90% and 100% milestone. Also, the ENGINEER may submit plan sheets or working drawings to the CITY for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the ENGINEER shall attend meetings as needed. The ENGINEER shall, in company with the CITY, perform at least one plans-in-hand review for each submittal. Deliverables for each design submission are as follows:
- a. 30% Design Package
    - i. Roll schematic depicting plan layout for roadway, utilities, and storm drain conduit.
    - ii. Typical Sections
    - iii. Engineer's Preliminary Estimate of Probable Construction Cost
  - b. 60% Design Package
    - i. Information provided in previous design package revised per CITY comment.
    - ii. Cover sheet, sheet index and legend, general notes
    - iii. Project layout and control
    - iv. Demolition plans
    - v. Roadway, storm drain, and sanitary sewer plan and profile sheets.
    - vi. Drainage area map, hydraulic and inlet computations
    - vii. Water line plan sheets
    - viii. Preliminary grading plans.
    - ix. Roadway cross-sections.
    - x. Preliminary specifications.
  - c. 90% Design Package

- i. Information provided in previous design package revised per CITY comment.
  - ii. Traffic control
  - iii. Pavement markings and signage
  - iv. Erosion control plans
  - v. Project detail sheets
  - vi. Project manual and technical specifications.
- d. 100% Final Design Package
- i. Information provided in previous design package revised per CITY comment, signed and sealed for bidding.

(13) Design: The design of the project shall be in general accordance with the CITY of North Richland Hills ordinances, standard details, and good Consulting practices. During the design phase, the ENGINEER shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility relocations, where practical. When required, proposed relocations or replacements will be shown in plan and profile.

(14) Prints: The ENGINEER shall provide prints of construction plans for review and permitting. Five (5) sets of half-size plans will be submitted to the CITY for each review stage. The ENGINEER will provide utility companies with half-size copies of 60% plans for review. The ENGINEER will provide up to eleven (11) sets of half-size prints for bidding and construction. Electronic files in PDF format shall be provided to the CITY for use by CITY staff during the bidding process.

(15) General: Construction plans shall be furnished full-size and half-size. Overall dimensions of full-size construction plans shall be 22" x 34". The CITY's standard format shall be used. Up to two (2) full-size and five (5) half-size final construction plans shall be furnished to the CITY. Up to two (2) full-size and six (6) half-size final construction plans shall be furnished to the Contractor. Electronic files in PDF and DGN or DWG format shall be provided to the Contractor for use during construction.

(16) Generic Sheet List: Following is a general list of plan sheets required for each construction package.

- (a) Cover Sheet
- (b) Sheet Index and Legend
- (c) Project General Notes
- (d) Typical Paving Sections
- (e) Project Layout Sheet(s)
- (f) Demolition Plans
- (g) Paving Plan and Profile Sheets
- (h) Grading Plans
- (i) Drainage Area Map and Calculations
- (j) Storm Drain Plan and Profile Sheets
- (k) City of North Richland Hills Pavement Standard Details
- (l) Miscellaneous Pavement Details
- (m) Water Line Plan Sheets

- (n) Sanitary Sewer Plan and Profile Sheets
  - (o) City of North Richland Hills Water Standard Details
  - (p) City of North Richland Hills Wastewater Standard Details
  - (q) Erosion Control Plans
  - (r) City of North Richland Hills Erosion Control Details
  - (s) Pavement Markings, and Signage Plans and Details
  - (t) Traffic Control and Sequencing Plans
  - (u) Roadway Cross Sections
- (17) Specifications: The ENGINEER shall prepare a project manual and technical specifications required for bidding and constructing the project. The project manual will be provided in the CITY's standard format. Only specifications amending or supplementing COG specifications need be furnished. Project manual, specifications, bid items and quantities shall be furnished on hard copy and by electronic file.

#### **IV. BID AND CONSTRUCTION PHASE ASSISTANCE**

- (1) Bidding – During the bidding phase, the ENGINEER will prepare bid documents and assist the CITY in advertising the project for bids. The ENGINEER will address technical questions and prepare addenda and issue to the bidders. The ENGINEER shall attend a pre-bid meeting and prepare minutes. The ENGINEER will tabulate bids and make recommendation for award of contract.
- (2) Construction – Review submittals and technical design questions as requested by the CITY.
- (3) Closure – The ENGINEER shall prepare “record” plans, incorporating all changes and known variations to provide the CITY the best possible set of record drawings. The final record drawings shall be furnished in.pdf format on CD. CADD files shall be furnished on CD as well.

#### **V. FEMA LOMR SUBMITTAL AND COORDINATION**

- (1) Prepare LOMR application package with complete supporting documentation. Following the CITY's review and approval of the LOMR application package, Halff will represent the CITY and submit the LOMR application to FEMA. LOMR review fee is NOT included with this scope of services and will be paid by the CITY at the time of LOMR submission to FEMA.
- (2) Prepare necessary MT-2 application/certificate forms including:
  - (a) Form 1 – Overview and Concurrence
  - (b) Form 2 – Riverine Hydrology and Hydraulics
  - (c) Form 3 – Riverine Structures
- (3) Prepare templates for public notification, including individual property owner notification and public notice if necessary. The City of North Richland Hills will distribute all notifications to individual property owners and post any necessary notices.
- (4) Coordinate with the CITY and FEMA/Technical Reviewer to address comments and questions.

**EXHIBIT C**  
**SPECIAL ENGINEERING SERVICES**  
**FOR**  
**MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS**

The scope of work for SPECIAL Engineering Services involves Field Survey (Design), Right-of-Way, Geotechnical Engineering, and Permitting. The scope of work for the Special Engineering Services is more generally described as follows:

**I. FIELD SURVEY**

The ENGINEER shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

- (1) Vertical benchmarks shall be established such that all points of construction shall be within 500 feet of a benchmark. Benchmarks should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks. The surveyor shall establish temporary benchmarks throughout the length of the project.
- (2) Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction, and inspection of the project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent properties.
- (3) Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. Prior to surveying on private property, the surveyor shall secure written permission from the property owners and/or tenant and shall provide the CITY a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the CITY. If permission cannot be obtained, the CITY will assist or other arrangements will be worked out.

**II. RIGHT-OF-WAY**

The ENGINEER shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

- (1) An assumption of two (2) drainage easements and two (2) temporary construction easements may be required for the project.
- (2) Individual Exhibits for each parcel shall be prepared to contain the following:
  - a. Area required
  - b. Parcel number

- c. Property owner name, mailing address, and volume and page of deed
  - d. Existing easements
  - e. Exhibits will be drawn to scale
  - f. All of the above shall be placed on one page of 8-1/2" x 11" paper, labeled as Exhibit "B" and signed and sealed by a Texas Registered Professional Land Surveyor.
- (3) Legal descriptions for each parcel shall reference the volume, page, and owner of the parent tract and shall be incorporated into a standard CITY conveyance document as Exhibit "A". Individual parcels will be cross-referenced on the plans. Front end documents shall be provided by the CITY.
- (4) Submit right-of-way documents to the CITY and make necessary corrections.
- (5) Upon approval of the right-of-way by the CITY, and if required, the ENGINEER shall stake and flag the easement for inspection by the property owner. The documents, including legal description, shall be furnished to the CITY in Microsoft Word and PDF format.
- (6) Acquisition services, negotiations and property valuations are not included in this scope of work.

Deliverables

- Drainage and Temporary Construction Easements Exhibits

### **III. GEOTECHNICAL ANALYSIS**

The ENGINEER will subcontract with CMJ Engineering, Inc. to provide sub-surface investigations in the form of boring logs. Borings shall be of sufficient depth and spacing to provide general information needed for the design and construction of the project. An engineering report will be prepared to present the results of the field and laboratory data together with analyses of the results and recommendations.

Deliverables:

- Geotechnical report summarizing analyses and recommendations for channel improvement earthwork, foundations and construction.

### **IV. PERMITTING**

1. The proposed project has the potential to impact waters of the United States regulated by the U.S. Army Corps of Engineers (USACE), under the authority of Section 404 of the Clean Water Act (Section 404).
2. Jurisdictional Determination/Delineation: Engineer will perform a field investigation to confirm the presence/absence of potential waters of the United States, including wetlands. The exercise will delineate the limits of the ordinary high-water mark of stream crossings. The presence/absence of wetlands will be verified consistent with USACE protocol for wetland delineations. A brief memorandum will be prepared describing the methodology and results of the investigation.



3. Section 404 Permitting Assessment: It is assumed that the proposed project will be permittable under Nationwide Permit 58 – Utility Line Activities for Water and Other Substances (NWP 58). It is further assumed that only minimal impacts to waters of the United States will be required for the construction of the proposed project; therefore, the project will likely not require a pre-construction notification (PCN) to the USACE. A brief permitting assessment memorandum will be prepared to document that a PCN to the USACE will not be required and provide, if necessary, project specific requirements under NWP 58.

Deliverables:

- Section 404 Waters memorandum
- Section 404 permitting assessment memorandum

## **EXHIBIT D**

### **ADDITIONAL ENGINEERING SERVICES FOR MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS**

- I.** Other additional services, not included in this contract, will be negotiated with the CITY as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as described below. Items that are considered additional services include:
- Attendance or preparation for Public Meeting(s)
  - Attendance or preparation for CITY Council Meetings
  - Full Tree preservation/mitigation plan
  - Landscape architecture and irrigation design
  - Lighting and electrical design
  - Traffic signal design
  - Revisions to plans requested by the CITY after plans are approved
  - Permit fees, filing fees, pro-rated fees, impact fees and taxes
  - Preparation of easement or right-of-way documents
  - Property acquisition or negotiations
  - Design of gas, telephone, or other utility improvements except as noted herein
  - Full time construction inspection
  - Certification that the work is built in accordance with plans and specifications (by CITY inspector)
  - Graphic products except as noted herein
  - Design of utilities of other improvements outside of the project boundary or roadway rights of way (not in scope)
  - Quality control and material testing services during construction
  - Construction inspection
  - SWPPP preparation
  - SUE services
  - Construction phase services
  - FEMA LOMR review fee

**EXHIBIT E**

**SERVICES TO BE PROVIDED BY THE CITY  
FOR  
MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS**

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I.** Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II.** Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III.** Provide any available As-Built plans for existing water and sanitary sewer mains, if available.
- IV.** Assist the ENGINEER, as necessary, in obtaining any required data and information from local utility companies.
- V.** Provide standard details and specifications in digital format.
- VI.** Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, when required.
- VII.** Coordinate with franchise utilities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- VIII.** Coordinate with existing property owners where access and/or easements are required for construction of the drainage improvements.
- IX.** Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

**EXHIBIT F**  
**COMPENSATION**  
**FOR**  
**MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS**

**I. COMPENSATION**

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for the Design and Construction Phases of the work and additionally for Special Engineering Services and/or Additional Engineering Services that are in addition to the Basic Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

A. Compensation for the Basic Engineering Services (Project Management and Design Phase) shall be completed for a lump sum fee of **\$150,845.00** and Bidding and Construction Phase services will be completed for a lump sum fee of **\$8,358.00**.

B. Compensation for Special Engineering Services not covered by the Basic Engineering Services shall be completed on an hourly not to exceed basis with a maximum fee of **\$40,676.00**. Maximum fee per service shall be as follows:

Design Surveys: **\$15,405.00**

Right-of-Way: **\$11,012.00**

Geotechnical Engineering: **\$7,899.00**

Permitting: **\$6,360.00**

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

## **II. AUDIT AND SCOPE CHANGE**

Cost budgets are set forth above and are subject to the audit provisions of this Agreement, Section XVII: "Right to Audit". It is also understood that the cost budgets are based upon ENGINEER's best estimate of work and level of effort required for the proposed scope of services. As the PROJECT progresses, it is possible that the level of effort and/or scope may differ up or down from that assumed. If there are no scope changes, the ENGINEER shall receive the full amount of lump sum and unit price fees, regardless of the cost. If at any time it appears that the cost budget may be exceeded, the ENGINEER shall notify the CITY as soon as possible in writing.

If there is a scope change, the ENGINEER shall notify the CITY as soon as possible in writing and shall include a revised scope of services, estimated cost, revised fee schedule, and a revised time of completion. Upon negotiation and agreement via a signed amendment by both parties, the cost budget, fee schedule, and total budget will be adjusted accordingly.

CITY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the cost budget. The ENGINEER shall not be obligated to perform on any change in scope of work or otherwise incur costs unless and until the CITY has notified the ENGINEER in writing that the total budget for Engineering Services has been increased and shall have specified in such notice a revised total budget which shall thereupon constitute a total budget for Engineering Services for performance under this Agreement.

A detailed scope of work, total budget, and schedule will be prepared by the ENGINEER and executed by the CITY if the ENGINEER is authorized to perform any Additional Engineering Service(s).

## **III. PAYMENT**

Payments to the ENGINEER will be made as follows:

### **A. Invoice and Time of Payment**

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the CITY prior to submission of the first monthly invoice. Once approved, the CITY agrees not to require changes in the invoice format, but reserves the right to audit. Monthly payment of the fee will be in proportion to the percent completion of the total work (as indicated in Exhibit B: "Basic Engineering Services").

Upon completion of services enumerated in Exhibit B: "Scope of Basic Engineering Services", the final payment of any balance will be due upon receipt of the final invoice.

**EXHIBIT G**

**FORM 1295**

**FOR**

**MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS**

[Form 1295 is submitted as the following page]

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Halff Associates, Inc.  
Richardson, TX United States

**Certificate Number:**  
2022-959242

**Date Filed:**  
11/29/2022

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

North Richland Hills

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

DR2303  
Meadow Lakes BFC-7 Drainage Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Miller, Steven	Austin, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	
	Bertram, Shawn	Austin , TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Pylant, Ben	Fort Worth , TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Zapalac, Russell	Austin, TX United States	X	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Half Associates, Inc.  
Richardson, TX United States

**Certificate Number:**  
2022-959242

**Date Filed:**  
11/29/2022

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

North Richland Hills

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

DR2303  
Meadow Lakes BFC-7 Drainage Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

☐

### 6 UNSWORN DECLARATION

My name is Scott Rushing, and my date of birth is 8/4/84

My address is 4000 Fossil Creek Blvd (street), Fort Worth (city), TX (state), 76137 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 29 day of Nov, 2022  
(month) (year)

Scott Rushing  
Signature of authorized agent of contracting business entity  
(Declarant)