

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
NATHAN D. MAIER CONSULTING ENGINEERS, 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 **Nathan D. Maier Consulting Engineers, Inc.**, a Texas corporation, acting by and through **Jean Maier Dean, P.E.**, its duly authorized Principal (hereinafter called “ENGINEER”).

WITNESSETH, that CITY desires professional engineering services in connection with the **NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)**

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 **NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)** 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 diligence 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 perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer in the Dallas/Fort Worth Metroplex area. Such services shall be of 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 Sections IV, V and VI above shall not exceed **PROJECT COST (\$55,200.00)**.
- 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. CITYSHIP OF DOCUMENTS

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 shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

X. INDEMNITY

ENGINEER HEREBY COVENANTS AND CONTRACTS TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, AND EMPLOYEES FROM AND AGAINST LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, TO THE EXTENT CAUSED BY ENGINEER'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. ENGINEER SHALL NOT BE OBLIGATED TO INDEMNIFY CITY, ITS OFFICERS, EMPLOYEES OR AGENTS IN ANY MANNER FOR THE NEGLIGENCE OF CITY, ITS OFFICERS, EMPLOYEES OR AGENTS.

THE INDEMNIFIED ITEMS MAY INCLUDE, BUT IS NOT LIMITED TO, PERSONAL INJURY AND DEATH CLAIMS, AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY AN INDEMNIFIED PARTY OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY PROVISION.

ENGINEER'S OBLIGATIONS UNDER THIS PROVISION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY ENGINEER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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 subconsultants, 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 subconsultants, 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 insurance which shall protect ENGINEER, its subcontractors, its sub-consultants 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.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory Requirements
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if ENGINEER has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

ENGINEER shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the ENGINEER'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be named as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the vendor.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

ENGINEER shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

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 subconsultant agreements hereunder a provision to the effect that the subconsultant 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 subconsultant, involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all subconsultant 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 subconsultant 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
Exhibit "H"	Project Location

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. Notwithstanding the foregoing, any award of attorney's fees to be paid by CITY shall be subject to the limitations set forth in Texas Local Government Code §271.153(3) as awarded by a court of competent jurisdiction.
- 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:

Nathan D. Maier Consulting Engineers, Inc.
Attn: Jean Maier Dean, P.E.
12377 Merit Dr. #700
Dallas, Texas 75251

If to CITY:

City of North Richland Hills
Attn: Caroline Waggoner, P.E.
Director of Public Works
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 subconsultants. Nothing herewith shall be construed as creating a partnership or joint venture between CITY and ENGINEER, its officers, agents, employees and subconsultants; 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 CITYs. 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.

[Signature Page Follows]

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)

Nathan D. Maier Consulting Engineers, Inc.
(ENGINEER)

By: _____
Mark Hindman, City Manager

By: _____
Jean Maier Dean, P.E., President

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
NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)

PROJECT SCHEDULE

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

<u>Activity</u>	<u>Due Date</u>
Notice To Proceed from City	February 6th, 2023
Submit Conceptual Design	March 10th, 2023
Receive City Review Comments	March 24th, 2023
Submit Preliminary 60% Plans	April 21st, 2023
Receive City Review Comments	May 5th, 2023
Submit 90% Plans	June 2nd, 2023
Receive Final City Review Comments	June 16th, 2023
Submit Final Plans for Bid	July 7th, 2023
Advertise for Construction Bids	July 14th, 2023
Open Construction Bids	August 4th, 2023
Begin Construction	August 25th, 2023

Note: Due dates shown are submittal dates of task activities listed.

EXHIBIT B

**BASIC ENGINEERING SERVICES
FOR
NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)**

The scope of work for BASIC Engineering Services involves Conceptual, Preliminary and Final Design, Project Plans, Specifications and Estimates for designing drainage improvements for area around 8404 Hillcrest Court and 8504 Springhill Court. The location map is Included as **EXHIBIT H**.

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 a 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 study/design phase.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- 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.

II. Utility Clearance

- Coordinate with the CITY, public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design CITY facilities to avoid or minimize conflicts with existing utilities and consider known potential future utilities in designs. Consultant will provide plans to and coordinate with utility CITY(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

III. CONCEPTUAL DESIGN (30% SUBMITTAL)

The Conceptual Design shall be submitted to the CITY per the approved Project Schedule.

The purpose of the conceptual design is for the Consultant to

- Meet with the CITY to clarify and define CITY's requirements for the Project and review/obtain available data.
- Perform a site visit with the CITY to present and discuss utility alignment options and to collect field information needed to complete the Concept Design.
- Recommend the alternatives that successfully address the design problem and obtain the CITY's endorsement of the selected concept.

Develop the conceptual design of the infrastructure as follows.

- Data Collection
 - In addition to data obtained from the CITY, Consultant will research proposed improvements in conjunction with any other planned future improvements known by the CITY that may influence the project.
 - The Consultant will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USACE), CITY Master Plans, and property ownership as available from the Tax Assessor's office.
 - The data collection efforts will also include conducting special coordination meetings with affected property CITYs as necessary to develop the design.
- Conceptual plans for this project shall be prepared to such detail as is necessary to resolve all conceptual issues. Conceptual plans shall be at minimum 30% complete. Conceptual plans must be approved by City prior to Engineer commencing with the preparation of preliminary design construction plans. Conceptual (30%) Design Package shall include the following:
 - Cover Sheet
 - General Notes
 - Project Layout & Control Sheet
 - Drainage Area Map and runoff calculations
 - Conceptual Storm Drain Plan
 - Storm Drain Outfall Plan
- **Deliverables:** Submit conceptual 30% plans, and conceptual opinion of probable construction costs (OPCC) to the CITY for review.

IV. PRELIMINARY DESIGN PLANS (60% SUBMITTAL)

Preliminary plans will be of sufficient detail for submission for franchise utility review. The requirements for preliminary plans will be in accordance with the City of North Richland Hills Design Criteria Standards. An preliminary opinion of probable construction cost for proposed capital improvements will be submitted. The ENGINEER will perform QA/QC of preliminary plans. A preliminary plans review meeting and project walkthrough with the CITY will be conducted. Preliminary plans must be approved by CITY prior to ENGINEER commencing

with the preparation of final design plans. The OPCC will be updated based on Preliminary Design.

Deliverables: Submit preliminary 60% design plan construction documents and updated Preliminary OPCC.

V. FINAL DESIGN PLANS

Upon acceptance of preliminary plans by the CITY, the Engineer shall prepare final design plans and specifications. Final plans shall be consistent with previous sections and shall include: detailed demolition and protection plan sheets, detailed plan and profile sheets and construction details, right-of-way plans and documents, final construction plans, erosion control and project phasing sheets, bid proposal and special specifications as required. An updated final opinion of probable construction cost for proposed capital improvements will be submitted. The ENGINEER will perform QA/QC and constructability review of final plans.

Deliverables: Submit final 100% design plan construction documents, updated Final OPCC, and technical specification manual.

VI. BID AND CONSTRUCTION PHASE ASSISTANCE

The ENGINEER shall provide Bid and Construction Phase Assistance as requested by City.

- Attend Prebid meeting, if required
- It is understood that the CITY will prepare the bid tabulation
- It is understood that the CITY will check references and make contractor recommendation award for construction.
- Help address any construction requests for information.
- The ENGINEER will not provide resident representation on the construction site.

EXHIBIT C
SPECIAL ENGINEERING SERVICES
FOR
NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)

The scope of work for SPECIAL Engineering Services involves Topographic Survey (Design).

The scope of work for the Special Engineering Services is more generally described as follows:

FIELD SURVEY

The purpose of this survey is to locate and document visible and apparent information pertinent to the design and construction of public drainage improvements. See **EXHIBIT H** for Project Area and proposed survey limits. ENGINEER will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor.

Survey will horizontally and vertically locate visible surface features within the project area as shown on “EXHIBIT H” and being more specifically detailed below.

- Main project area cross sections and/or mapping will be collected generally at 25’ intervals and at all breaks in grade producing 1’ interval contours for an area as shown on EXHIBIT H.
- Coordinate with the CITY to obtain right-of-entry (ROE) for mapping on this project.
- Locate and tie visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including but not limited to power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available, we will denote size, material type, pressure rating, line voltage and utility owner as applicable. Visible Texas811 markings will be shown on the survey.
- Locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons and all other appurtenances. Survey will denote size, material type and flow direction as applicable. Locate top of operating nut elevations for visible utility valves. Accessible utility manholes will be detailed identifying: structure size, material type, rim elevations, measure downs and corresponding flow line and top of pipe elevations for visible pipe wall penetrations. Upstream and downstream sanitary and storm sewer rim and invert data will be shown.
- The limits of structure, ground elevation adjacent to those limits, visible roof drain outfalls will be shown for all buildings and structures within the proposed survey limits. Finished floor elevations will only be taken on 8400 and 8404 Hillcrest Court and 8504 Springhill Court.
- Provide location, height and material type for fences located within the project limits. Provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.
- Locate and tie existing right-of-way, property lines and easements, including type, size, volume, and page, where applicable. We will show lot, block, abstract number, adjacent street

names and property address. City and County boundaries will be shown where applicable. Property owner and business names will be shown on the survey.

- Roadways, driveways, alleys and sidewalks will be located and identified on the survey. Existing width and composition of improved surfaces will be shown on the survey. Existing pavement markings and signage will be identified on the survey.
- Locate and tie top, toe and flow lines of existing swales, channels and creeks with the project limits. Our survey will locate headwall and wingwalls and denote number, size, material type, flow line and top of pipe elevation for culvert conduit(s).
- Locate all trees 4" or larger in diameter, shrubs and landscaping features and provide identification notes accordingly. We attempt to provide tree common name and caliper as measured approximately four feet off the ground. Major tree and brush lines will be delineated on the survey. Existing visible irrigation structures and planters will be located on this survey.

EXHIBIT D
ADDITIONAL ENGINEERING SERVICES
FOR
NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)

I. Additional Scope Items:

- **Easement Instrument Services**

CONSULTANTS will prepare metes and bounds descriptions with accompanying map exhibit for permanent and temporary instruments on an as needed basis.

Easements shall be invoiced at \$1,600 per exhibit. The project scope includes preparing documents and exhibits for obtaining Two (2) easements. Easements that require more than one specifically described exhibit will be invoiced at \$1,600 for each additional exhibit prepared. An exhibit is defined as one metes and bounds description with an accompanying exhibit map.

Deliverables

- One electronic executed PDF of the complete instrument for each parcel.
- Existing appraisal district tax card, parent deed and/or plat, map check for each exhibit and all other supporting documentation.
- Signed and sealed PDF of the final documents. Paper copies are not included.
- All documents will include NAD83 GRID coordinates for the point of beginning, horizontal scaling factors and basis of bearings information.

Not Included in the Scope:

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the CITY. Compensation for Additional Services shall be based on the hourly rates in effect at the time services are performed or on a pre-negotiated fee. Such services shall include, but not be limited to the following:

- Landscape or irrigation design
- Structural engineering
- Subsurface utility engineering
- Survey/Locate/Show existing irrigation systems
- Traffic control or phasing plans
- Storm Water Pollution Prevention Plans (SWPPP) – Erosion Control Plans are included
- Easement acquisition and/or negotiation
- Franchise utility design and coordination meetings
- Permitting and submittal fees
- Construction observation or inspection services
- LOMR/CLOMR Preparation
- Phase II Environmental Site Assessments
- Geotechnical Engineering

EXHIBIT E

SERVICES TO BE PROVIDED BY THE CITY FOR NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)

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 TxDOT and/or other 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.** 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
NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)

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 (Design and Bid phases) shall be completed for a Lump Sum not to exceed fee of **\$41,400**.
- B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows:

Design Surveys: Lump Sum Fee of **\$13,800 (this includes two (2) easements)**

- C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:

Additional Easement Instrument Service: **\$1,600/Exhibit**

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of **1.1**.

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
NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)

[Form 1295 is submitted as the following page]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

Nathan D. Maier Consulting Engineers, Inc.
Dallas, TX United States

Certificate Number:
2022-967280

Date Filed:
12/27/2022

Date Acknowledged:

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

City of 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.

DR2302
NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dean, Jean	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jean M. Dean, and my date of birth is 12/25/1958

My address is 12377 Merit Dr. # 700 Dallas TX 75251 USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 27th day of Dec., 20 22
(month) (year)

J3242
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT H
PROJECT LOCATION
FOR
NW STONYBROOKE DRAINAGE IMPROVEMENTS PROJECT (DR2302)

