

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
KIMLEY-HORN AND 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, acting by and through **REPRESENTATIVE**; its duly authorized Principal (hereinafter called "ENGINEER").

WITNESSETH, that CITY desires professional engineering services in connection with the **NRH2O KIDDIE AREA RENOVATION PROJECT**

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 **NRH2O KIDDIE AREA RENOVATION PROJECT** 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."

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: "Agreement for Professional Services - Basic Scope of Services," said exhibit being attached hereto and incorporated herein for all

purposes. Scope of Engineer's Services includes tasks 1A (Coordination and Design Management), 2A (Concept Design Development), 3A (Coordination and Design Management), and 4A (Design Development). 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. ADDITIONAL ENGINEERING SERVICES

Additional Engineering Services are defined in Exhibit A: "Agreement for Professional Services - Additional Scope of Services," attached hereto and made a part of this Agreement. Additional Engineering Services includes tasks 1B (Construction Documents), 2B (Bidding Phase and Contract Award, and 3B (Construction Contract Administration. No Additional Engineering Services are authorized unless authorization for specified additional services are provided to ENGINEER by CITY in writing and approved by CITY.

VI. SCOPE OF CITY SERVICES

The City will furnish items and perform those services as identified in Exhibit A: "Agreement for Professional Services - Information Provided by Client," attached hereto and made a part of this Agreement.

VII. COMPENSATION

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit A: "Agreement for Professional Services - Fee and Expenses."
- B. Total payments including without limitation reimbursable expenses, to ENGINEER by CITY for the services stated in Section IV above shall not exceed **PROJECT COST (\$155,000.00)**.
- 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.

IIX. OWNERSHIP 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.

IX. INDEMNITY

ENGINEER HEREBY COVENANTS AND CONTRACTS TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL 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 OR DEFEND CITY, ITS OFFICERS, EMPLOYEES OR AGENTS IN ANY MANNER FOR THE NEGLIGENCE OF CITY, ITS OFFICERS, EMPLOYEES OR AGENTS, SUBJECT TO THE LIMITATIONS IN THE TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 130.002.

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.

X. 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 subconsultants 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

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

XI. ARBITRATION

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

XII. 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.

XIII. 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.

XIV. AUTHORIZATION, PROGRESS, AND COMPLETION

CITY and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Agreement for Professional Services," 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 A: "Agreement for Professional 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.

XV. 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.

XVI. 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.

XVII. EXHIBITS

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

Exhibit "A" Agreement for Professional Services
Exhibit "B" Engineer's Response to RFQ# 24-003
Exhibit "C" Form 1295

XVIII. 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:

Kimley-Horn and Associates, Inc.
Attn: Katherine Utecht, P.L.A.
Landscape Architect
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102

If to CITY:

City of North Richland Hills
Attn: Michael Wilson, PLA
Park Planning Manager
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 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.

[Signature Page Follows]

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the 25th
day of JUNE, 2024.

CITY OF NORTH RICHLAND HILLS
(CITY)

By: [Signature]
Name Paulette Hartman
City Manager

Date: 6/25/24

ATTEST:

[Signature]
Name Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED TO FORM AND LEGALITY:

[Signature]
City Attorney (Interim) Cara Leahy White
My Commission Expires:

CITY SEAL

NRH Council Action (Y, N)

Date Approved 6-24-2024

Agenda No. F. 2

Ord / Res No. —

KIMLEY-HORN AND ASSOCIATES, INC.
(ENGINEER)

By: [Signature]
Name Bradley J. Hill
Title Regional Contract Lead

Date: _____

ATTEST:

[Signature]
John Fielder, Vice President
Notary Public in and for the State of Texas

[Signature]
Name



CORPORATE SEAL



**DUPLICATE
ORIGINAL**



May 20, 2024

City of North Richland Hills
Michael Wilson - Park Planning Manager
4301 City Point Drive
North Richland Hills, TX 76180

Re: Letter Agreement for Professional Services for **NRH2O Kiddie Area Renovation**
North Richland Hills, Texas

Dear Mr. Wilson:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to the City of North Richland Hills ("Client") for providing conceptual design, construction documents and construction administration services for NRH2O kiddie area renovation project.

Project Understanding

The Consultant understands the Client intends to demolish and renovate a portion of the kiddie area and Splashatory at NRH2O. Features to be considered include a new interactive water structure, low wading pool at a depth of 12" – 18" maximum with a series of 4 – 7 slides, site element improvements including hardscape, landscape, and irrigation.

Basic Scope of Services

Consultant will provide the services specifically set forth below.

Task 1A Coordination and Design Management

The Consultant will serve as the lead design consultant and project design team manager. Items of work in this task consist of:

- A. Review of the survey and geotechnical work furnished by the Client.
- B. Assignment of design team responsibilities.
- C. Perform initial due diligence to determine utility services and City requirements.
- D. Manage the project and direct the consulting team during the design phase.
- E. Communicate with the Client as appropriate.
- F. Communicate and coordinate with subconsultant's.
- G. Attend design review meetings during the Conceptual Design, Design Development, and Construction Document phases of the project with the Client.

Task 2A Concept Design Development

The Consultant will prepare a base map illustrating the available published data reviewed during the data collection phase. The base map will consist of the following items:



- A. Base map with aerial
- B. Easements, as shown in existing surveys and record drawings, if available
- C. Utilities (from City's GIS data), if available
- D. As-built information, if available

One (1) site visit will be performed to review base map and existing inventory elements. Consultant will rely on all information provided by Client to be accurate and complete. Additional work due to incomplete or inaccurate information provided by Client may be revised or corrected for additional services upon authorization by Client. As a derivative of the planning process to-date and information provided from the Client, Consultant will prepare one (1) updated conceptual plan package. The package will consist of the following items:

- A. Two (2) illustrative concept plans with reference imagery
- B. Two (2) Opinion of Probable Construction Cost (OPCC)

The Consultant will be responsible for evaluating waterslides and aquatic play elements from various manufacturers and selecting the amenities that best align with the design concept. The Consultant will submit the package to Client for review. Consultant will facilitate up to three (3) City Council or workshop style meetings to review the conceptual plan package. Based upon input from staff, documented during the review session, Consultant will update materials into one (1) single, preferred plan which will be used to develop a final conceptual design to be used for the construction document phase of design.

The OPCC will be submitted one (1) time for Client review and comment. Consultant will incorporate Client comments into a final Cost Estimate. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Deliverables: *One (1) digital PDF Base Map*
 One (1) digital PDF Conceptual Design package
 One (1) digital PDF Review Session note
 One (1) digital PDF of OPCC

Task 3A Coordination and Design Management

The Consultant will serve as the lead design consultant and project design team manager. Items of work in this task consist of:

- A. Review of the survey and geotechnical work furnished by the Client.
- B. Assignment of design team responsibilities.
- C. Perform initial due diligence to determine utility services and City requirements.
- D. Manage the project and direct the consulting team during the design phase.



- E. Communicate with the Client as appropriate.
- F. Communicate and coordinate with subconsultant's.
- G. Attend design review meetings during the Conceptual Design, Design Development, and Construction Document phases of the project with the Client.

Task 4A Design Development

The Design Development phase will consist of the following items:

- A. Preparation of design development plans and specifications (50% Construction Documents) for the children's play structure, pool, slides, mechanical building, and site development.
- B. Provide an opinion of probable cost for the children's play structure, pool, slides, mechanical building, and site development. The Consultant will answer questions regarding estimated cost data.
- C. Provide information on finishes, equipment, lighting, outlets, water supply and waste, structural design, and site utilities.
- D. Submit to Client for review.
- E. Meet with Client to review design comments.

*Deliverables: One (1) digital copy of Design Development Plans and Specifications
 One (1) digital copy of Opinion of Probable Cost
 One (1) in person meeting*

Additional Scope of Services

Upon receipt of signed authorization to move forward with the below, the Consultant will proceed with the tasks for the construction document development, bidding phase services, and construction contract administration.

Task 1B Construction Documents

The Construction Document phase will consist of the following items:

- A. Preparation of final construction plans and specifications for the large children play structure, pool, slides, mechanical building, and site development.
- B. Provide an opinion of probable cost for the children's play structure, pool, slides, mechanical building, and site development. The Consultant will answer questions regarding the estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs of construction and materials, shall be made on the basis of its experience and represent its judgement as an experienced and qualified professional, familiar with



the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinion of costs.

- C. Provide information on finishes of equipment, lighting, outlets, pool water supply and waste, structural design, and site utilities.
- D. Meet with the Client to review design comments.
- E. Finalize the construction documents to reflect changes and comments determined by consensus at a meeting with the Client.
- F. Items in the construction document set consist of:
 - I. Site development plans (layout, grading, demolition, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details).
 - II. Pool layout, slide layout, piping, and filtration plans (section, details, equipment, pumps, filters, and chemical feed equipment).

Deliverables: One (1) digital copy of Final Construction Document Plans and Specifications
One (1) digital copy of final Opinion of Probable Cost
One (1) in person meeting

Task 2B Bidding Phase and Contract Award

The Bidding Phase will consist of the following items:

- A. Prepare Contract Requirements, and a Bid Form for a lump sum public bidding process. Coordinate requirements with Purchasing Director.
- B. Answer bidder's inquiries during the Bidding Phase and, at the Client's direction, furnish and issue addenda items to clarify drawings and specifications.
- C. Attend and prepare for one (1) pre-bid conference.
- D. Assist the Client in receiving, tabulating, and analyzing the bids.
- E. Prepare bid recommendation letter and answer questions during contract preparation.

Deliverables: One (1) digital copy of Bid Tab
One (1) digital copy of Letter of Recommendation
One (1) in person pre-bid conference
One (1) in person bid opening

Task 3B Construction Contract Administration

The Consultant will provide Construction Phase services for the project on a limited basis. Below is an



outline of services we are available to provide during the construction phase. Please note these services do not provide a full-time resident project representative:

- A. Maintain communication (phone, e-mail) for the discussion of questions and issues as they arise during the construction of the project.
- B. Issue addenda to interpret or clarify the construction documents (if necessary). The Consultant will respond to reasonable and appropriate contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Client as appropriate to the orderly completion of contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Client.
- C. Attend weekly construction meetings, up to thirty-five meetings (35) total, with the Client and contractor, to review progress and applications for payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, the Consultant will determine the amounts that the Consultant recommends contractor be paid. Such recommendations of payment will be in writing and will constitute the Consultant's representation to the Client, based on such observations and review, that, to the best of the Consultant's knowledge, information and belief, contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, the Consultant's recommendations of payment will include determinations or quantities and classifications of contractor's work, based on observations and measurements of quantities provided with pay requests. By recommending any payment, the Consultant shall not thereby be deemed to have represented that its observations to check contractor's work have been exhaustive, extended to every aspect of contractors work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to the Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to the Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between the Client and contractor that might affect the amount that should be paid.
- D. Review up to fifteen (15) submittals (shop drawings, product information, and proposed substitutions) by the contractor. The Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, or procedures of construction or to related safety precautions and programs.
- E. Document meetings and change orders and respond to requests for information. The Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the contractor.
- F. Provide site observation visits at key construction phases (steel and formwork placement, pool piping/testing, and system startups) as directed by the Client. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be



for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. Such visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on the Consultant's exercise of professional judgement. Based on information obtained during such visits and such observations, the Consultant will evaluate whether contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant will keep the Client informed of the general progress of the work.

- G. Make a final observation and report on the completion of the project. The Consultant will conduct one (1) final site visit to determine if the completed work of contractor is generally in accordance with the Contract Documents and the final punch list so the Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Consultant shall provide a notice that the work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to the Consultant upon which it is entitled to rely.

- H. Provide Client with one (1) set of as-built documents from the contractor.

Deliverables: One (1) full size set of final Construction Documents
 One (1) half-size set of final Construction Documents
 One (1) Project Manual / specifications
 Seven (7) in person meetings

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- A. Franchise Utility Coordination
- B. Revisions due to changes in regulations
- C. Revisions to Construction Documents after design approval other than clarification
- D. Archeological Survey
- E. Submittal, Permitting Fees, or Impact Fees
- F. Record Drawing Survey and Record Drawing Preparation
- G. Preparation of Preliminary or Final Plat
- H. Additional Topographic and/or Boundary Surveys
- I. Operations and staffing plan
- J. Financial Impact Study (Expenses and Revenue Projections)
- K. Environmental Impact Statement
- L. Storm drainage studies
- M. Detention/Retention pond design
- N. Additional meetings
- O. Additional work due to increase in project cost and scope

Information Provided By Client



Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Consultant during the project, including but not limited to the following:

- A. Topographic Survey
- B. Geotechnical investigation report and boring

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

June/July 2024	Signed Contract and Notice to Proceed
July – September 2024	Task 2A (Conceptual Design)
September 2024 – May 2025	Task 2B – 3B (Construction Documents)
June 2025 – August 2025	Task 4B (Bidding/Advertisement)
September 2025 – May 2026	Task 5B (Construction Phase Services)

Fee and Expenses

Consultant will perform the services for the total *lump sum* fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Basic Scope of Services

Task 1A	Coordination and Design Management	\$ 10,000
Task 2A	Concept Design Development	\$ 30,000
Task 3A	Coordination and Design Management	\$ 40,000
Task 4A	Design Development	\$ 75,000

Basic Scope of Services Total Lump Sum Fee \$ 155,000

Additional Scope of Services

Task 1B	Construction Documents	\$ 190,000
Task 2B	Bidding Phase and Contract Award	\$ 15,000
Task 3B	Construction Contract Administration	\$ 55,000

Additional Scope of Services Total Lump Sum Fee \$ 260,000

Total Project Lump Sum Fee \$ 415,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions,



"Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of North Richland Hills.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Katherine Utecht".

Katherine Utecht, PLA, LI
Project Manager

A handwritten signature in blue ink that reads "Bradley J. Hill".

Bradley J. Hill
Regional Contract Lead



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Statement of Qualifications

Professional Engineering Consultant Services for NRH₂O Kiddie Area Renovation Project

RFQ #24-003 | November 21, 2023

PREPARED FOR

**City of North
Richland Hills**

PREPARED BY

Kimley»Horn
Expect More. Experience Better.



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November 21, 2023

1. Cover Letter

Parks and Recreation Department

City of North Richland Hills

4301 City Point Drive

North Richland Hills, TX 76180

RE: RFQ #24-003 | NRH20 KIDDIE AREA RENOVATION PROJECT

Dear Selection Committee Members:

The City of North Richland Hills NRH20 Family Water Park's Kiddie Area has served its purpose well, and it is time for an exciting transformation. Kimley-Horn is eager to bring a fresh, fun, inclusive, energy-efficient attraction to the area. We are committed to this project and providing the City of North Richland Hills with new slides, spray features, inviting pools, and enhancing the overall landscape and irrigation. On behalf of the Kimley-Horn team, we would like to express our interest in this project and our ability to provide the required services.

Our team offers the City of North Richland Hills several advantages:



Local Presence. Our local Fort Worth Office has the capacity to meet your needs in close proximity to your park. Only 13 miles from NRH20, we offer you the individual, personal service that you would expect from a local firm with the manpower and technical resources of a nationally ranked firm. Our team specializes in outdoor aquatic facility design and has previously worked on projects at NRH20, which will help make this project a success for the City of North Richland Hills.



Proven Success. You gain peace of mind with a team that specializes in municipal water parks and has successfully completed more nationally recognized projects (public consensus-building to completion) together than any other team. We know what to expect from each other. This allows us the capability to communicate effectively and efficiently, allowing us to meet compressed schedules.



Save Time and Money. Not only do you get a world-class design team with a proven track record of successful collaboration, but you also get a full project team who knows what to expect from each other and how to complete this project successfully and on time. Our years of collaboration on numerous similar projects translates into cost and schedule savings for the City. We also complete five to ten construction documents for outdoor water parks each year nationwide, keeping us up-to-date with costs and bidding trends.

During the past 20 years, our team has completed planning and construction documents on more than 50 similar municipal water park projects, including recent projects in Baytown, Round Rock, and Canyon. The Kimley-Horn team has the technical knowledge, creativity, and staff availability to plan, gain consensus from the public and decision makers, and design this water attraction successfully. Kimley-Horn maintains sufficient availability, personnel, and equipment resources to complete all phases of this project.

Please accept this statement of qualifications as our sincere expression in serving you on this exciting project. If you have any questions, contact me at **817.339.2280** or katherine.utecht@kimley-horn.com.

Sincerely,

Kimley-Horn and Associates, Inc.

Katherine Utecht, PLA, L.I. | PROJECT MANAGER

Aaron Rader, P.E. | AUTHORIZED SIGNER/PRINCIPAL

Kimley»Horn

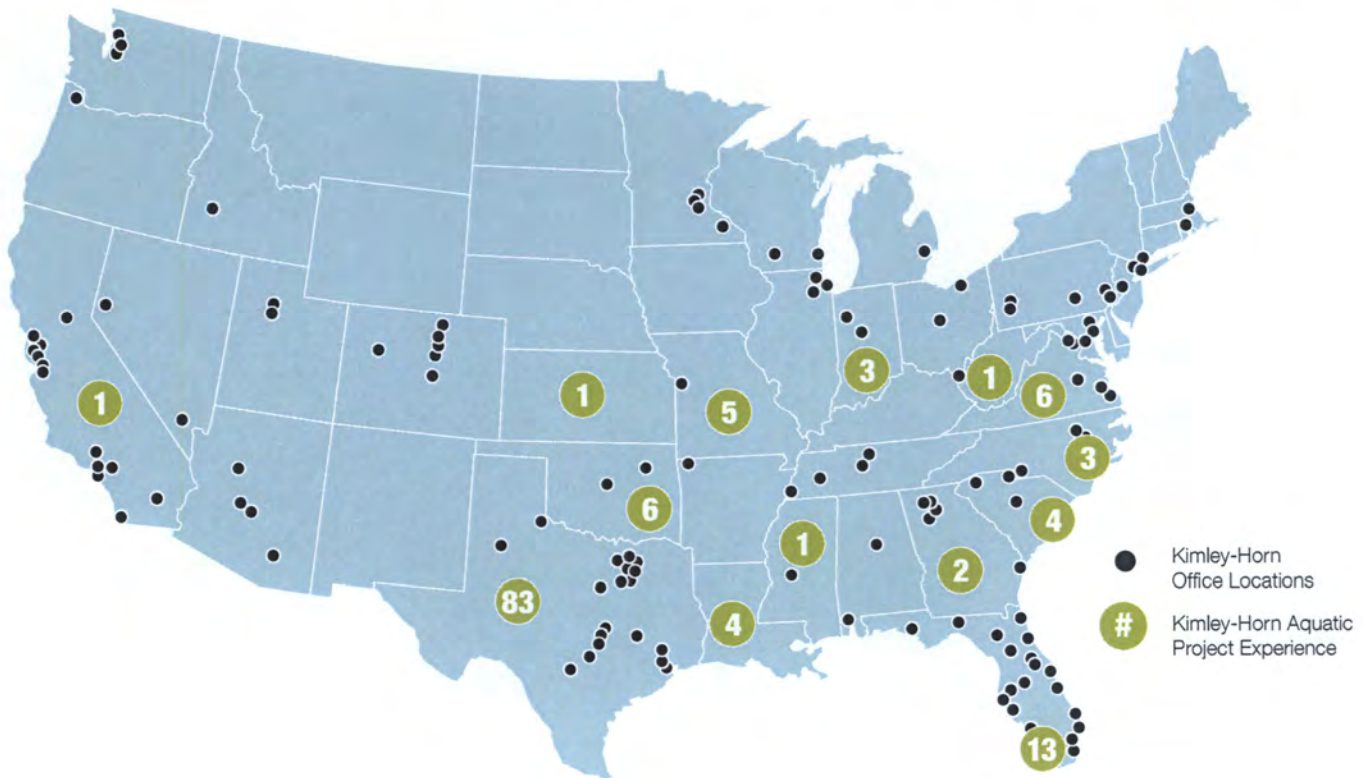
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2. Proposed Team's Background and Philosophy

KIMLEY-HORN

Kimley-Horn is a full-service consulting firm that provides a broad range of engineering, planning, and landscape architecture services to both public and private sector clients. Founded in January 1967, the firm is a privately held corporation, fully owned by individuals who are current employees of the firm. Kimley-Horn has over 7,300 employees in 118 offices across the U.S., divided into eight geographic regions—Texas, Atlantic, Midwest, Florida, Southeast, Carolinas, Mountain, and California. Each region is managed by a regional team that provides production, business, marketing, and practice support. The Texas region has 22 offices, including our eight local Dallas-Fort Worth Metroplex offices, which will be assisted by our South Austin office on the work for your project.

Kimley-Horn has extensive in-house resources to serve the City of North Richland Hills on this contract, including a dedicated aquatic design team in Austin that has completed similar projects across Texas. Our key personnel have the practical experience to deliver successful results and are ready to demonstrate their commitment to the City of North Richland Hills.



KIMLEY-HORN'S DESIGN PHILOSOPHY

We understand waterparks, aquatic facilities, and what features work best for both. Our long history in municipal aquatic facility design shapes a design philosophy built around balancing current aquatic trends with sustainability. Our team understands how to design for operational and construction efficiency, which saves the municipality money in the short and long-term.

By working with City staff and incorporating our expertise and the work plan described later on, we will prepare plans and specifications—providing turnkey planning and design services from the initial planning meeting through design, bidding, and construction phase to opening day at the newly envisioned water attraction.



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COUNSILMAN-HUNSAKER

Councilman-Hunsaker has 50 years of experience, and they have designed more than 1,500 pools, and completed hundreds of facility audits and feasibility studies for new or existing facilities. Councilman-Hunsaker was founded in 1970 as a collaboration between a world-famous swimming coach ("Doc" Councilman) and one of his former athletes (Joe Hunsaker). Their staff of registered architects and engineers offers a range of valuable skills when developing a comprehensive interactive facility. They have managed numerous park and recreation systems and facility venues, including recreation centers, aquatic centers, indoor/outdoor tennis courts, ice rinks, golf courses, food and beverage facilities, and tourism-focused athletic complexes. Councilman-Hunsaker has completed more than 100 aquatic planning and design projects with Kimley-Horn over the past 20 years.

THE CORE GROUP (TCG)

The Core Group (TCG), owned by Trent Cragin, has more than 35 years of specialized structural engineering experience for a variety of municipal, educational, and commercial clients. The firm has provided structural design services for multiple municipal and commercial aquatic projects and water parks throughout the United States for Kimley-Horn. TCG is one of the most experienced structural design firms for pools, water play features, and waterslides in the United States.

ENGINEERING ASSOCIATES (EAI)

Engineering Associates (EAI) was established in 2004 and is owned and operated by Jim Weathers and Jim Dallas. The combined staff of EAI offers more than 45 years of experience in the field of mechanical and electrical design for parks and aquatic facilities. EAI is committed to providing superior service in the electrical, mechanical, and plumbing construction industries. Jim Dallas and Jim Weathers have more than 20 years of experience working with Kimley-Horn on aquatic projects.





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TEAMS WORKING RELATIONSHIP ON PREVIOUS SIMILAR PROJECTS

Project	Roles and Responsibilities	Track Record
Pirates Bay Municipal Water Park Expansion and Aqualoop (Baytown, TX)	◆ Kimley-Horn: Project Management, Landscape Architecture, Civil Engineering ◆ Counsilman-Hunsaker: Pool Mechanical Design ◆ EAI: MEP Engineering ◆ TCG: Structural Design	✓ Met Deadline ✓ Within Budget
Wapelhorst and Blanchette Municipal Water Works (St. Charles, MO)	◆ Kimley-Horn: Project Management, Landscape Architecture, Civil Engineering ◆ Counsilman-Hunsaker: Pool Mechanical Design ◆ EAI: MEP Engineering ◆ TCG: Structural Design	✓ Met Deadline ✓ Within Budget

PROPOSED TEAM QUALIFICATIONS

- ✓ Project team has considerable experience in the water and amusement park industries
- ✓ Project team with experience evaluating and selecting water park attractions
- ✓ Available team resources to complete the project in a timely and cost-effective manner
- ✓ Demonstration of past performance through professional references
- ✓ Qualified and capable team to execute 100% of the requirements as set forth in the RFQ



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3. List of Similar Projects



Bahama Beach Municipal Water Park | Dallas, TX



Winner of Aquatics International's 2007 Dream Design Award

The City of Dallas selected a design-build team consisting of AUI Contractors and Kimley-Horn to design-build a new "Hawaiian Falls"-style water park valued at \$5M. Kimley-Horn served as the lead design firm in association with Counsilman-Hunsaker to prepare construction documents for a bathhouse and operations entry complex; a children's play lagoon with a large multi-level interactive water playground; a 300-foot-long, 15-foot-wide lazy river; two body flume water slides; family beach area; teen beach area; large slide complex with open and enclosed tube water slides and multi-lane racer slides; group picnic areas; filtration area; shade structures; and related site development, including expanded parking, utilities, seating decks, lighting, landscape, and irrigation. Kimley-Horn also developed a Caribbean theme and name for the park, including signage, tropical plantings,

murals, and artificial rockwork. In 2015, Kimley-Horn prepared a master plan to include a wave pool, and in 2018, Kimley-Horn was selected to do a \$5 million expansion to the water park with an activity lagoon, tot spray pool, and boomerango slide. The expanded water park opened to the public in May 2021.



NRH20 Waterpark Professor Frogstein's "Splashtory" | North Richland Hills, TX

The City of North Richland Hills selected Kimley-Horn to provide a full range of services to design and construct a new, themed, multilevel interactive complex (MLIC) at the NRH20 waterpark and to help with vendor selection for the \$1 million play structure. The new MLIC included associated pools, pumps, a filtration area, concrete walkway paving, shade structures, landscape, irrigation, and a parking lot. Kimley-Horn served as the lead design consultant and managed the design team, coordinating topographic survey and geotechnical investigation and helping define scope and design budgets. The team developed different concepts during the project's programming and conceptual planning phase; this work task included conducting a work session with City representatives to finalize pool features and configuration, user requirements, circulation, shade facilities, traffic patterns, deck equipment, water features, filtration, safety, and maintenance. Kimley-Horn then provided a statement of probable cost, construction documents, assistance to the City during the bidding phase, and construction phase services.



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Wapelhorst and Blanchette Municipal Water Parks | St. Charles, MO

Kimley-Horn and Counsilman-Hunsaker prepared the City of St. Charles' Aquatic Facilities Master Plan to guide programming, site selection(s), renovations, and new construction to replace their two existing outdoor water parks. The study also documented that St. Charles transitioned from an aging community to a younger, more family-focused community, requiring new state-of-the-art water parks.

The aquatic master plan documented current needs and desires of the public with respect to the future of aquatics. To determine existing levels of service and the perceived needs of various user groups in the community, the planning team conducted individual interviews and facilitated focus groups with user groups (as requested by the City). Design programs, conceptual designs, and projections of probable development costs were prepared as part of the master plan.

The planning team also developed a financial impact study, which included economic and operational impacts to the Parks and Recreation Department. In 2016, the City contracted with Kimley-Horn

to prepare construction documents for two large new water parks at Wapelhorst Park and Blanchette Park with a total budget of \$16 million. Bids were received on June 6, 2017, with five bidders, four of which were under or within the estimated costs. The lowest qualified bidder was at approximately \$15.5 million, giving the City additional funds for additional park needs. Both of the \$8 million water parks opened to the public in May 2018.



Pirates Bay Municipal Water Park | Baytown, TX



Winner of *Aquatics International's* 2011 Dream Design Award

Kimley-Horn prepared the City of Baytown's Aquatic Facilities Master Plan to guide programming, site selection(s), renovations, and new construction of aquatic facilities. The new master plan documented current needs and desires of the public with respect to the future of aquatics. To determine existing levels of service and the perceived needs of various user groups in the community, the planning team conducted individual interviews and facilitated focus groups with user groups (as requested by the City). Design programs, conceptual designs, and projections of probable development costs were prepared as part of the master plan. The planning team also developed a financial impact study, which included economic and operational impacts to the Parks and Recreation Department. In October 2007, the City contracted with Kimley-Horn to prepare construction documents

for a new large waterpark at Wayne Gray Park. Pirates Bay opened in May 2010. In October 2009, the City contracted with Kimley-Horn to do plans for another \$3.5 million pool at N.C. Foote Park, which opened in May 2011. The team then designed a \$6.7 million expansion to Pirates Bay that opened in 2014 and added an Aqualoop slide in 2017.



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Frisko Athletic Center Outdoor Addition | Frisko, TX

In 2012, the City of Frisco selected Kimley-Horn to prepare master plan alternatives and cost estimates for expanding the existing outdoor family aquatic center located at the Frisco Athletic Center. Kimley-Horn then prepared construction documents and provided bidding/construction phase services to add additional parking, a new bathhouse and separate entrance, a new themed water play structure, open and enclosed body flume slides, and a Whizzard mat racer slide.

4. References

Bahama Beach Municipal Water Park | City of Dallas

Jon Behrens, City of Canyon, Assistant City Manager

301 16th Street, Canyon, TX 79015

806.655.5000 | jbehrens@canyontx.com

Pirates Bay Municipal Water Park | City of Baytown

Scott Johnson, Retired Parks and Recreation Director

2401 Market Street, Baytown, TX 77520

832.556.9080 | scott.johnson80@comcast.net

NRH20 Waterpark Professor Frogstein's "Splashtory" | City of North Richland Hills

Joe Pack, PLA, ASLA, Assistant Director of Parks, Town of Addison (former North Richland Hills Senior Park Planner)

16801 Westgrove Drive, Addison, TX 75001

972.450.2838 | jpack@addisontx.gov

Wapelhorst and Blanchette Municipal Water Parks | City of St. Charles

Chris Atkinson, Assistant Director of Parks and Recreation

200 North Second Street, St. Charles, MO 63301

636.949.3372 | chris.atkinson@stcharlesparks.com

Frisko Athletic Center Outdoor Addition | City of Frisko

Steve Walsh, Assistant Director

6726 Walnut Street, Frisko, TX 75034

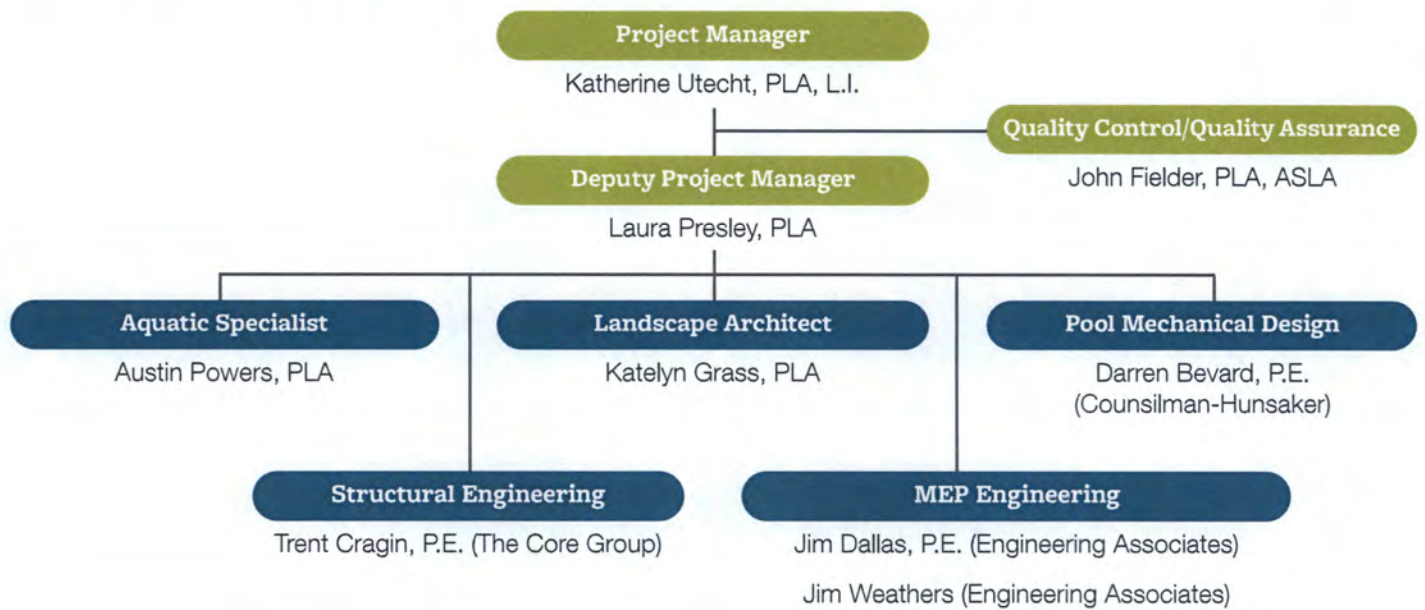
972.292.6505 | swalsh@friscotexas.gov



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5. Specific Proposed Team Members



Katherine Utecht, PLA | Project Manager

95% of Time Spent on Project

Katherine has more than 10 years of experience in landscape architecture design, park master planning, aquatic design, and irrigation design services within several Texas and Oklahoma municipalities and private developments. Her project design experience includes community parks, neighborhood parks, regional parks, aquatic centers, splashpads, inclusive playgrounds, trails, city-wide master plans, public engagement, stakeholder engagement, parks board and city council meetings, coordination effort with multiple entities including TxDOT, bidding services, and construction administration. Hardscape design, details, and layout for courtyards; public plaza spaces; entry corridors; and sidewalk/crosswalk designs are among her project experience. Katherine's private development experience includes mixed-use, healthcare, commercial, roadway/streetscape, and industrial.

Professional Credentials

- » Bachelor, Landscape Architecture, Texas A&M University
- » Professional Landscape Architect in Texas (No. 3318) and Oklahoma
- » Licensed Irrigator in Texas (No. 0021532)
- » American Society of Landscape Architects, Member

Relevant Experience

- » Burleson Splash Pad, Burleson, TX
- » Citywide Aquatics Plan and Outdoor Aquatic Facilities - Overview Record, Dallas, TX
- » UT Permian Basin Park Sprayground, Odessa, TX
- » Washington Park Aquatic Center, Midland, TX
- » Wapelhorst Park and Blanchette Park Aquatic Facilities, St. Charles, MO
- » Rock'N River Expansion, Round Rock, TX
- » Eden Road Neighborhood Park, Arlington, TX
- » Meadowbrook Park Master Plan and Phase I, Arlington, TX
- » Bates Street Park, Keller, TX
- » Burleson Dog Park, Burleson, TX
- » Garland Playground Replacement Project (3 Total), Garland, TX
- » Downtown Farmers Market, Gainesville, TX
- » Guymon Soccer Complex, Guymon, OK



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Laura Presley, PLA | Deputy Project Manager

75% of Time Spent on Project

With a focus on municipal work, Laura has more than five years of experience, including community park and trail design; roadway and streetscape beautification; parks and recreation master plan documentation; dog park design; spray ground design; project coordination; commercial, healthcare, and industrial development; and construction administration.

Professional Credentials

- » Bachelor, Landscape Architecture, Texas A&M University
- » Professional Landscape Architect in Texas (No. 3599)
- » American Society of Landscape Architects, Member

Relevant Experience

- » Surf and Swim, Garland, TX
- » Brick Splashpad, Burleson, TX
- » Gateway Park Master Plan, Fort Worth, TX
- » Kirtley Park Master Plan, Cleburne, TX
- » Randol Mill Inclusive Playground Conceptual Design, Arlington, TX
- » Bates Street Park, Keller, TX
- » Central Park Playground, Garland, TX
- » Eastern Hills Park Playground, Garland, TX
- » One Eleven Park Playground, Garland, TX
- » Saginaw Parks and Recreation Master Plan Update, Saginaw, TX
- » Saginaw Veterans Memorial Relocation, Saginaw, TX
- » Old Town Keller Bates Street, Keller, TX
- » Bartlett Soccer Complex, Burleson, TX
- » Saginaw Switchyard, Saginaw, TX



John Fielder, PLA, ASLA | Quality Control/Quality Assurance

25% of Time Spent on Project

John's focus is landscape architecture design and park planning, and he has served numerous municipalities throughout Texas for more than 19 years. His project experience includes aquatic center design, spraygrounds, park design, trails, recreation facilities, streetscapes, and site development.

He has well-developed written, graphic, and oral presentation skills. He has produced written correspondence with clients, negotiated various issues with clients and City officials, and has produced graphic presentations using hand and computer rendering techniques. John strives to combine sustainable principles, design experience, and local site knowledge to create impactful and manageable landscapes.

Professional Credentials

- » Bachelor of Landscape Architecture, Texas A&M University
- » Professional Landscape Architect in Texas (No. 2344) and Louisiana
- » American Society of Landscape Architects, Member

Relevant Experience

- » Pirates Bay Aquatic Facilities Master Plan, Two Family Aquatic Centers, and Aqualoop Expansion, Baytown, TX
- » Citywide Aquatic Facilities Master Plan and Nine Outdoor Aquatic Facilities, Dallas, TX
- » Crawford Park Regional Aquatic Center, Dallas, TX
- » Lake Highlands North Community Aquatic Center, Dallas, TX
- » Independence Park Aquatic Center, Baton Rouge, LA
- » Dallas Sprayground and Park Improvements, Dallas, TX
- » Butler Park Aquatic Center, North Port, FL



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Austin Powers, PLA | Aquatic Specialist

30% of Time Spent on Project

Austin is a professional landscape architect with more than 16 years of experience in water park planning and design and a comprehensive knowledge of construction document preparation, bidding, and construction administration. He has worked on a variety of design projects including aquatic high-end residential streetscape, parks, land planning, roadway improvements, and commercial development.

Professional Credentials

- » Master of Business Administration, University of Texas, Dallas
- » Bachelor of Landscape Architecture, Texas A&M University
- » Professional Landscape Architect in Texas (No. 2678) and Oklahoma

Relevant Experience

- » Rock'N River Municipal Water Park Expansion, Round Rock, TX
- » The "CAP" Water Park, Canyon, TX
- » Bahama Beach Municipal Water Park Expansion, Dallas, TX
- » Pirates Bay Municipal Water Park Phase I Expansion, Baytown, TX
- » Pirates Bay Aqualoop Expansion, Baytown, TX
- » Frisco Athletic Center Water Park Expansion, Frisco, TX
- » Wapelhorst and Blanchette Water Parks, St. Charles, MO
- » Boomtown Bay Municipal Water Park, Burkburnett, TX
- » Summit Waves Wave Pool Addition, Lee's Summit, MO
- » PH2O Municipal Water Park, Pampa, TX



Katelyn Grass, PLA | Landscape Architect

30% of Time Spent on Project

Katelyn has seven years of experience working on municipal and private development projects, such as community park design, community event space/plaza design, streetscape improvements, trail design, bike lane design, trail and park master plan documentation, sport field/court layouts, multifamily complexes, public meetings and council meetings, construction administration, and commercial and industrial properties.

Professional Credentials

- » Bachelor of Landscape Architecture (Minor in Horticulture), Texas Tech University
- » Professional Landscape Architect in Texas (No. 3549)

Relevant Experience

- » Riverside Linear Park, Fort Worth, TX
- » Fort Worth Nature Center and Refuge Boardwalk Phase II, Fort Worth, TX
- » Rosemont Park and McLeLan Tennis Center, Fort Worth, TX
- » Overton Centre Plaza Landscape Improvements, Fort Worth, TX
- » Zips Car Wash Landscape Improvements, Hurst, TX
- » Multiple Light Industrial Sites, Fort Worth, TX
- » Cavile Place Phase II - Hughes House, Fort Worth, TX
- » Panther Island Canal B, Fort Worth, TX
- » Sagewood Multifamily, Fort Worth, TX
- » Fossil Creek Multifamily, Fort Worth, TX
- » Cowan Place Senior Living, Fort Worth, TX
- » Jack Carter Park Master Plan and Construction Documents, Plano, TX
- » Eden Road Neighborhood Park, Arlington, TX
- » Gainesville Downtown Farmers Market, Gainesville, TX
- » The Duck Pond Park, Coppell, TX



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Darren Bevard, P.E. (Counsilman-Hunsaker) | Pool Mechanical Design

50% of Time Spent on Project

Professional Credentials

- » Bachelor of Science, Mechanical Engineering, University of Memphis
- » American Society of Mechanical Engineers, Member
- » Professional Engineer in Texas (No. 104309), Arkansas, Louisiana, Mississippi, Missouri, Kansas, and Oklahoma

Relevant Experience

- » Rock'N River Municipal Water Park Expansion, Round Rock, TX
- » Wapelhorst Water Park, St. Charles, MO
- » The "CAP" Water Park, Canyon, TX
- » Plano Water Park, Plano, TX
- » PH2O Municipal Water Park, Pampa, TX
- » Meade Park Family Water Park, Charlottesville, VA

Trent Cragin, P.E. (The Core Group) | Structural Engineering

25% of Time Spent on Project

Professional Credentials

- » Master of Science, Architectural Engineering, University of Texas
- » Bachelor of Science, Architectural Engineering, University of Texas
- » Professional Engineer in Texas (No. 58466)

Relevant Experience

- » NRH20 Pool Addition, North Richland Hills, TX
- » The "CAP" Water Park, Canyon, TX
- » Pirates Bay Municipal Water Park, Baytown, TX
- » Rock'N River Municipal Water Park Expansion, Round Rock, TX
- » Bahama Beach Municipal Water Park, Dallas, TX
- » Burkburnett Family Aquatic Center, Burkburnett, TX

Jim Dallas, P.E. (Engineering Associates) | MEP Engineering

5% of Time Spent on Project

Professional Credentials

- » Bachelor of Science, Construction Engineering, Texas Tech University
- » Professional Engineer in Texas (No. 85922)

Relevant Experience

- » NRH20 Pool Addition, North Richland Hills, TX
- » Pirates Bay Municipal Water Park, Baytown, TX
- » Rock'N River Municipal Water Park Expansion, Round Rock, TX



Jim Weathers (*Engineering Associates*) | MEP Engineering

20% of Time Spent on Project

Professional Credentials

» Tarleton State University

» University of Texas, Arlington

Relevant Experience

» NRH20 Pool Addition, North Richland Hills, TX

» Bahama Beach Municipal Water Park, Dallas, TX

» The "CAP" Water Park, Canyon, TX

» Pirates Bay Municipal Water Park, Baytown, TX

» Rock'N River Municipal Water Park Expansion,
Round Rock, TX

» Wapelhorst and Blanchette Water Parks, St. Charles, MO

» Sooner Pool Expansion, Bartlesville, OK

6. Project Approach

SITE DEVELOPMENT AND ENGINEERING

NRH20's Kiddie Area Renovation is a project best led by park planners, landscape architects, and engineers. Several key site development considerations will impact the design of your new aquatic center, including:

- » Compliance with local as well as State and City requirements;
- » Using existing service connections where applicable to minimize water and sanitary sewer costs
- » Site layout and grading design techniques to minimize excavation and drainage outside the project area
- » Implementing architecture, color, shade, and element placement to create a welcoming area for all ages
- » Well-planned deck drainage and utilities
- » Adequate shade around the improvement area
- » Creating and maintaining safe pedestrian connections within the project area
- » Incorporating landscape areas to create maintainable but people-friendly spaces
- » Placing or upgrading support facilities (restrooms and concessions) closest to family and children's areas
- » Emphasizing recreation value and ease of maintenance

Kimley-Horn is well-equipped to handle these issues with our local Fort Worth staff, architects, and engineers. Our civil engineering team will determine requirements for the design of upgrading the kiddie area, water, sewer, and storm drainage and will be readily available to work through the infrastructure requirements for the project.

POOL AND FILTRATION DESIGN

The pool filtration design and hydraulics will be completed by Darren Bevard, P.E. of Counsilman-Hunsaker. Darren has worked on many waterparks in Texas. Counsilman-Hunsaker uses high-rate sand filters, liquid, or tablet feeder systems for chlorine specifications and nonproprietary equipment, promoting competitive bids. They are familiar with the health codes related to public swimming and follow Department of Health regulations for the State of Texas. Darren and his team will assist in evaluating the existing infrastructure and work with the City and design team to provide equipment for the proposed improvements.

BASIC PROJECT SERVICES

Kimley-Horn will serve as the lead design consultant and design manager. Leading this task includes several activities:

- A. Review or coordinate survey and geotechnical work
- B. Assist in refining project scope, design budgets, and design team responsibilities
- C. Perform initial due diligence to determine client requirements
- D. Manage the project and direct subconsultants during the design phase
- E. Communicate regularly with client staff and team members



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TASK I – CONCEPTUAL DESIGN AND SITE PLAN

We will assist in finalizing the design program and preliminary plan, which includes:

- A. Conduct a two-day symposium, including a work session with City staff and stakeholder groups to verify the program of the kiddie pool area
- B. Prepare and present an outline design program analysis with pool and water playground configurations, user requirements and programs, adjacencies and circulation, spectator facilities, hydrostatic relief/sump system, traffic patterns, deck equipment, underwater features, pool piping and filtration options, and safety and maintenance equipment
- C. Prepare and submit a final design program analysis with schematic design drawings to reflect changes and comments determined by consensus

TASK II – DESIGN DEVELOPMENT PHASE (50% SUBMITTAL)

We will assist in finalizing the design program and preliminary plan, which includes:

- A. Prepare design development plans and specifications for the kiddie pool area and site development
- B. Provide a statement of probable cost for the improvements and answer questions regarding estimated cost data
- C. Provide information on finishes, equipment, lighting, outlets, pool water supply/waste, structural design, and site utilities
- D. Finalize the design development package to reflect changes and comments determined by consensus at a meeting with the City
- E. Obtain any required agency approvals

TASK III – CONSTRUCTION DOCUMENT PHASE (FINAL SUBMITTAL)

This task includes:

- A. Prepare final construction plans and specifications for the kiddie pool area and site development
- B. Provide a statement of probable cost for the improvements and answer questions regarding estimated cost data
- C. Provide information on finishes, equipment, lighting, outlets, pool water supply/waste, structural design, and site utilities
- D. Meet with project representatives to present the final construction documents and/or to review design comments
- E. Finalize the construction documents to reflect changes and comments determined by consensus at meetings with stakeholders and City staff

Construction documents typically include three major parts:

- » Site development plans (layout, grading, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details)
- » Pool layout, piping, and filtration plans (sections, details, equipment, pumps, filters, and chemical feed equipment)
- » Building plans (floor plans, elevations, section, details, HVAC, plumbing, electrical, food service equipment, finishes, and structural)

TASK IV – BID PHASE SERVICES

The bidding phase will consist of the following tasks:

- A. Provide signed and sealed final bid set
- B. Finalize technical specifications to include contract requirements and bid form per City requirements
- C. Attend pre-bid conference between the consultant, City, and prospective bidders
- D. Answer bidder's inquiries during the bidding phase and, at the City's direction, furnish and issue addenda items to clarify drawings and specifications
- E. Assist the City in receiving, tabulating, and analyzing the bids
- F. Prepare bid recommendation letter and answer questions during contract preparation

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The team will provide the following construction phase services:

- A. Maintain communication (phone, email, in-person) for discussion of questions and issues as they arise
- B. Issue addenda to interpret or clarify the construction documents (if necessary)
- C. Attend construction meetings with City staff, stakeholder groups, the contractor, and project inspector to review progress and applications for payment; meetings should not exceed a total of two meetings per month
- D. Review contractor's submittals (shop drawings, product information, and proposed substitutions)
- E. Document meetings and change orders
- F. Respond to requests for information
- G. Complete final inspection and report on the completion of the project
- H. Review contractor-prepared record drawings and forward to the City

QUALITY CONTROL

Key elements Kimley-Horn's approach involves our quality control/quality assurance process (QC/QA) and our formal in-house program for total quality management: Continuous Quality Improvement (CQI). Kimley-Horn, its employees, and its project teams share a commitment to providing our clients with quality, responsive service.

In an effort to assure quality in the services we provide and projects we complete, Kimley-Horn instituted a firmwide CQI program several years ago. Our CQI program is not just a means of internal quality reviews; Kimley-Horn endeavors to involve our clients in meaningful, formal, CQI tasks that have benefits extending beyond the project or task at hand. We have conducted numerous CQI tasks for projects involving state and regional agencies nationwide and continue to strive to identify areas for improvement. We work with our clients to achieve a higher level of success for the project and consultant-client relationship.

Kimley-Horn's formal QC/QA program is based upon assigning experienced, senior professionals who are otherwise qualified to manage a particular project to serve in an independent quality control role. Our depth allows us to provide such personnel, and their involvement provides the project with a fresh perspective and critical eye.

Our internal QC/QA program will include:

- » An internal kick-off meeting held with key team members assigned to the job to clearly define the scope, outline subtask responsibilities, establish schedules, and identify project milestones and goals
- » At the end of each phase, a QC/QA review will be conducted as one of several final checks to make sure the project deliverable is not only technically correct but also consistent with your objectives

Any changes or modifications required to address the comments and recommendations of the quality control team will be incorporated during the ongoing analysis, prior to submitting deliverables. We strive to provide the highest quality plan set, leaving little room for assumptions and misinterpretation. The high quality and thoroughness of our plans result in the lowest and most competitive bids. We believe that our design fees oftentimes pay for themselves through savings to our clients realized by aggressive bids.



Kimley-Horn's Quality Control and Assurance Process



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7. Proposed Project Time Schedule

We know that meeting the project's schedule is important to the City of North Richland Hills, and you can count on us to do just that. Kimley-Horn has a proven record of performing projects on time and within budget. To assist our project managers, Kimley-Horn maintains an integrated management information system (MIS). At the onset of each project, we develop a work plan allocating man-hour commitment for each project task. Twice monthly, the MIS produces a report showing actual effort expended by task. This internal control allows us to make necessary adjustments to maintain the City's schedule and stay within budget. Having a dedicated and experienced aquatic design team and a staff of more than 1,500 in Texas and 7,300 nationwide with a wide range of expertise allows us to achieve even the most aggressive schedules.

ABILITY TO MAINTAIN SCHEDULE

Katherine is always available to discuss your ideas, concerns, and general feedback. She will maintain consistent dialogue with the City's project manager via meetings, telephone calls, and emails. Katherine will typically hold weekly status meetings with the City's project manager to review progress and discuss critical project issues. She will follow up meetings with minutes to document discussion and action items. She will communicate with you regularly on overall project status via status reports. These reports will document work performed during the period, work expected during the next period, and any outstanding items that could impact schedule.

Kimley-Horn uses our proven, systematic project management plan, as outlined above, to help us to consistently deliver quality projects on-time and within budget and retain flexibility to meet client needs as the project evolves. Kimley-Horn intends to be involved for the duration of the project, including the design development, preparation of construction and bidding documents, and construction management phases. Our preliminary project schedule is presented below.

	2023	2024											2025					
Key Task Name	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Consultant Selection/NTP																		
Site Inventory, Analysis, Needs Assessment																		
City Staff/Stakeholder Feedback Engagement																		
Task I: Conceptual Design and Site Plan																		
Review Session / Stakeholder Input																		
Final Conceptual Design																		
Task II: Design Development Documents (50% Design)																		
Task III: Construction Document Development (90% Design)																		
Final Construction Documents																		
Task IV: Bidding/Advertisement																		
Pre-Construction Meeting																		
Task V: Construction																		
Ribbon Cutting																		

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8. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.		Date Received
Kimley-Horn and Associates, Inc.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
N/A		
Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
N/A		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?		
☐ Yes ☐ No		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?		
☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity		Date
Laura K. Fader, P.E.		11/21/2023



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Kimley Horn
Exhibit B
Page 18 of 18

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

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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.

Kimley Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2024-1175611

Date Filed:
06/14/2024

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, Texas

Date Acknowledged:

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.

061424
NRH20 KIDDIE AREA RENOVATION PROJECT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is [REDACTED].

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(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 TEXAS, on the 14TH day of JUNE, 20 24.
(month) (year)

Sarah Meza

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES**DUPLICATE
ORIGINAL****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.**

Kimley Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2024-1175611

Date Filed:
06/14/2024

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, Texas

Date Acknowledged:
06/25/2024

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.

061424
NRH2O KIDDIE AREA RENOVATION PROJECT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)