

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
AGUIRRE & FIELDS, LP**

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 **AGUIRRE & FIELDS, LP**, a Texas corporation, acting by and through **AGUIRRE, LLC – GENERAL PARTNER**, its duly authorized Principal (hereinafter called “ENGINEER”).

WITNESSETH, that CITY desires professional engineering services in connection with the **PEDESTRIAN CONNECTIVITY ENHANCEMENTS PROJECT (ST2303)**

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 **PEDESTRIAN CONNECTIVITY ENHANCEMENTS PROJECT (ST2303)** 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 (\$55,650.00)**.
- 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, DEFEND 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, ARISING OUT OF, RELATING TO, OR RESULTING FROM 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.

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

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:

Aguirre & Fields, LP
Attn: Alex Garcia, P.E.
1701 River Run, Suite 410
Fort Worth, TX 76107

If to CITY:

City of North Richland Hills
Attn: Caroline Waggoner, P.E.
Assistant City 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 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)

AGUIRRE & FIELDS, LP
(ENGINEER)

By: _____
Mark Hindman, City Manager

By: *[Signature]*
Aguirre, LLC – General Partner
Oscar R. Aguirre, P.E., President

Date: _____

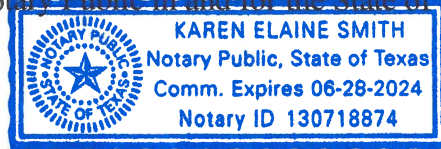
Date: 08/11/2023

ATTEST:

ATTEST:

Alicia Richardson, City Secretary/Chief
Governance Officer

Karen E. Smith
Notary Public in and for the State of Texas



APPROVED TO FORM AND LEGALITY:

Karen E. Smith
Type or Print Notary's Name

Maleshia B. McGinnis, City Attorney

My Commission Expires:
06/28/2024

CITY SEAL

CORPORATE SEAL

EXHIBIT B
BASIC ENGINEERING SERVICES
FOR
PEDESTRIAN CONNECTIVITY ENHANCEMENTS PROJECT (ST2303)

This contract consists of providing final plans, specifications, bid phase services, and construction administration services for the Pedestrian Connectivity Enhancements project. The project limits are along the east side of Davis Boulevard (FM-1938) from Main Street to Northeast Parkway (approximately 1,110 linear feet) and along the east side of Smithfield Road from Brandi Place to Northeast Parkway (approximately 1,570 linear feet).

The project will consist of engineering and design of 5' to 6' sidewalks. These services include preparing sidewalk design and survey necessary to support the design process. These services also include construction cost estimate preparation, bid phase services, construction administration. Key deliverables include a conceptual layout, 60%, and 100% Final Bid Documents.

GENERAL REQUIREMENTS

Design Criteria. The Engineer shall prepare all work in accordance with the City's *Public Works Design Manual*, *NCTCOG Public Works Construction Standards*, *TxDOT Roadway Design Manual (for work within TxDOT ROW)*, the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, (latest Edition)*, and other approved manuals.

ITEM 1 – ROUTE AND DESIGN STUDIES

1. Data Collection and Field Reconnaissance.

- A. The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the City in writing whenever the Engineer finds disagreement with the information or documents:
1. Data from the City and TxDOT, include, but are not limited to, "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, plans conducted by other agencies and groups, existing traffic counts, accident data, current unit bid price information, special specifications, and standard drawings, if available.
 2. Utility plans and documents from City and utility companies.
 3. Obtain graphics files, plans, documents, and other pertinent data for existing and proposed improvements along the proposed corridor.
 4. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

ITEM 2 – DESIGN

1. Preliminary Geometric Layout

- A. The Engineer shall develop a preliminary geometric project layout (Layout) for the full length of the project to be reviewed and approved by the City prior to the Engineer proceeding with the 60% milestone submittal package.

The Layout will consist of a planimetric file of existing features and the proposed improvements within the existing and any proposed ROW. The Layout will also include the following features: existing and proposed ROW, existing and proposed horizontal and vertical alignment and profile grade line, cross culverts, cross slopes, corner clips, retaining walls (if applicable). Existing

major subsurface and surface utilities will be shown on the Layout. The Engineer shall develop the proposed alignment to avoid the relocation of existing utilities as much as possible. The Engineer shall consider Americans with Disabilities Act (ADA) requirements when developing the Layout. The Layout will be prepared in accordance with the City's current design manual. The project layout will be coordinated with the State and adjacent Engineers, if any. The Engineer shall also provide proposed and existing typical sections with the profile grade line (PGL), widths, cross slopes, and ROW lines.

2. Sidewalk Design

- A. The plan view will contain the following design elements:
 1. Horizontal control points.
 2. Existing utilities and structures.
 3. Benchmark information.
 4. Radii call outs, curb location, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
 - B. The profile view will contain the following design elements:
 1. Calculated profile grade, if applicable.
 2. Vertical curve data, including "K" values will be shown.
3. **General Plan Sheets.** The Engineer shall include general plan sheets to include title sheet, index, project layout, and construction standard details.

ITEM 3 – MISCELLANEOUS DESIGN

1. **Traffic Control Plan, Detours, Sequence of Construction.** Within TxDOT ROW, the Engineer shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP will be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current TxDOT Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers.

The Engineer shall:

- A. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence.
 - B. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the City in the event existing access must be eliminated and must receive approval from the City prior to any elimination of existing access.
 - C. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
 - D. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
2. **Storm Water Pollution Prevention Plans (SWP3).** The Engineer shall include standard details in the plans for storm water pollution prevention.

3. **Compute and Tabulate Quantities.** The Engineer shall provide the summaries and quantities within all formal submittals.
4. **Special Utility Details (Water, Sanitary Sewer, Storm Drain.)** The Engineer shall utilize City and NCTCOG standards to identify proposed grade appurtenance adjustments to water, sanitary sewer and storm drain features. Storm drain calculations will not be prepared as part of this design package.
5. **Estimate.** The Engineer shall independently develop and report quantities necessary to construct the contract at the specified milestones and Final submittals.
6. **Contract time determination.** The Engineer shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar or working at the Final milestone. The schedule shall include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages.
7. **Project Manual.** The Engineer shall Prepare a project manual to include required contractual language, specifications, provisions, and other bidding requirements. This will be in conformance with an example to be provided by the City.

ITEM 4 – PROJECT MANAGEMENT AND ADMINISTRATION

1. Project Management and Administration

The ENGINEER shall:

- A. Prepare monthly invoices and written progress reports for each project.
- B. Develop and maintain a detailed project schedule to track project conformance.
- C. Meet on a scheduled basis with the City to review project progress.
- D. Prepare, distribute, and file both written and electronic correspondence.
- E. Document phone calls and conference calls as required during the project to coordinate the work for various team members.
- F. Perform internal quality control and assurance reviews.

DELIVERABLES

The Engineer shall submit the following deliverables to the City:

A. Plans

The Engineer shall provide the following information at each submittal:

1. 60% Plans Submittal
 - a. Estimate of construction cost.
 - b. Preliminary Title Sheet
 - c. Preliminary Summary Sheets
 - d. Control Data Sheets
 - e. Preliminary Plan & Profile Sheets for all Alignments
 - f. Preliminary Traffic Control Plan Sheets
 - g. Preliminary Miscellaneous Roadway Details
 - h. Preliminary Utility Exhibits
2. 100% Submittal. Provide the City with a review set of plans that includes the items listed below in the format specified in the Work Authorization:

- a. Construction schedule.
- b. Address 60% Comments
- c. Updated Title Sheet with Index of Sheets
- d. Final Summary Sheets
- e. Final Traffic Control Plan Sheets
- f. Final Control Data Sheets
- g. Final Plan & Profile Sheets for all Alignments
- h. Final Miscellaneous Roadway Details
- i. Final construction cost Estimate, General Notes, Specification Data Sheet, Special Provisions, Special Specifications.
- j. Project specifications manual
- k. Final Contract Time Determination.

EXHIBIT C
SPECIAL ENGINEERING SERVICES
FOR
PEDESTRIAN CONNECTIVITY ENHANCEMENTS PROJECT (ST2303)

Engineer will provide topographic and professional surveying services on the above-mentioned project. The scope of work of the land surveyor shall be to supply all supervision, technical labor, equipment, services, tools, consumables, insurance, and pay any applicable sales/use taxes, and all other things required to perform land surveying in accordance with the technical requirements specified in this Estimate.

Project Name: City of NRH Pedestrian Connectivity Enhancement Project - Smithfield Road & Davis Blvd.

Location of survey: (please see Exhibit B for more details)

- o Smithfield Road: East side of Smithfield Road from Brandi Place north to the southwest entrance of Smithfield Elementary School.
- o Davis Boulevard: East side of Davis Blvd from Main Street north to Northeast Parkway.

Project Overview: The purpose of this survey is to locate and document visible and apparent information pertinent to the design and construction of City of North Richland Hills Pedestrian Connectivity Enhancements.

ITEM 1 – TOPOGRAPHIC SURVEY

Limits of Survey: (please see Exhibit B for more details)

General Project details ~ Survey will horizontally and vertically locate visible surface features within the project area as described in Exhibit B and being more specifically detailed below.

- o 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 a swath from the near back of curb through a point 10 feet east of the existing public right-of-way line.
 - Mapping of the Chapman/Smithfield intersection is included. Mapping will extend 25' past each return. Existing pavement striping will be included in the intersection.
 - The full parking lot and its pavement striping is included up to the fence line for the Little Tyke Learning Center. The face of buildings and their finished floors are included for the Learning Center as well.
 - Adjoining roadway intersections will be surveyed 25' past the returns.
 - Existing pedestrian trail connections will be surveyed 25' beyond the connection point.
- o All trees 4" or larger will be located in the field. Common name and approximate trunk size will be noted on the survey.
- o Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.

- Measure-downs for accessible underground utilities are not included in this estimate.

Right of Entry: The Surveyor will coordinate with the project Engineer to obtain right-of-entry (ROE) for mapping on this project. These services will be provided on the Surveyor's behalf prior to starting.

Texas811 OneCall Coordination: Prior to commencing any topographic fieldwork, the Surveyor will submit a utility locate request for the project limits to Texas811 (formerly Texas Excavation Safety System, Inc.) online at www.Texas811.org or by telephone at 811 or 800—344-8377. Marks set by Texas811 will be shown on our survey.

Private Franchise Utilities: We will 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.

City of NRH Public Utilities: We will 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. Measure-downs are not included in this estimate.

Building/Structure Details: The limits of structure, ground elevation adjacent to those limits, visible roof drain outfalls and finished floor elevation will be shown for all buildings and structures within the proposed survey limits.

Fence and Retaining Walls: We will 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.

Right-of-Way and Property: Our survey will 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 and Improved Surfaces: 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.
- Traffic signal bases, mast arms and control boxes will be shown on the survey.

Surface Drainage Features: We will 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).

Trees, Shrubs, Landscaping and Irrigation: We will locate 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.

Methods and Precision

Basis of Control: Local municipal geodetic control, if available, otherwise the Allterra-VRS GPS system will be used to establish our horizontal and vertical values.

Project Coordinate System: Survey coordinates will be provided in a project modified State Plane “surface” position. The project scaling point and factor will be labeled and shown in CAD. Basis of control and all other pertinent details will be described in the CAD files and on the control description sheets.

Horizontal and Vertical Control Methods: Horizontal and vertical control will be established using RTK “base and rover” GPS methods. Control will have an accuracy of +/- 0.04’ at the time of survey.

Data Collection: RTK GPS and robotic total stations will be used for a majority of this survey.

Deliverables: Topographic Survey

CAD Format: AutoCAD 2020 format Civil 3D CAD files with v2004 save down AutoCAD files.

Project Scale: 20 scale

Base Map: An electronic base map at 1:1 scale (base unit US Survey Foot) containing pertinent Topographic field data will be prepared.

- National CAD Standard drafting standards including layers and styles will be used.
- Text will be oriented with north being true reading West to East.
- The base map shall be in AutoCAD DWG format.
- DTM generated contours shall have one-foot minor and five-foot major intervals.
- XML surface defining the AutoCAD Civil 3D surface.
- UAV captured imagery will be used as a background in our deliverable.
- PDF electronic copies of all project research used to workup the project mapping which includes but is not limited to plats, deeds, right-of-way maps and provided utility maps.
- PDF electronic copies of all the Texas811 tickets and correspondence.
- PDF copy of all field notes.
- PDF copy of the survey base map is not included.

Survey Control and Material:

- 5/8” iron rods with cap and/or mag nails will be used as a control material.
- Horizontal and vertical control points will be set at 500’ intervals within the project area. Where possible, control monumentation shall be located sufficiently away from the project limits so as not to be disturbed by construction activities. A minimum of 4 project control points will be established for each of the project alignments.

Point File: A comma delimited ASCII file showing point number, northing, easting, elevation, and description shall be provided for all data collected on this project.

Field Sketches and Site Pictures: Applicable field sketches and site photographs depicting any special field information shall be provided in digital form.

Assumptions: Topographic Survey

Abstracting Services: This estimate does not include hiring an abstractor to conduct abstracting services for property, easement, and right-of-way research. Current platting and/or deed information available at the County and information provided to the Surveyor by the client and/or owner will be used for this project.

Additional Project Services: This estimate includes mapping as identified in the Exhibit B. Additional services requested beyond what is identified in Exhibit B and/or detailed herein may result in a request for additional compensation.

Arborist Services: This estimate does not include the services of an arborist or licensed landscape architect to provide tree size and scientific name. The surveyor will make an attempt to approximately identify the common name and size of each project affected tree.

Construction Staking Services: This estimate does not include staking of any kind for the construction of this project. Project control will not be refreshed prior to the commencement of construction.

Texas811 Coordination: This estimate includes only one attempt to capture Texas811 markings. The services will be ordered 5 days prior to the survey start date. Markings not set by Texas811 prior to the time of field mapping collection will not be shown on the survey.

Public Utility Records Research: This estimate includes public utility records research. Recovered vault data will be delivered to the Designer/Owner in PDF format.

SUE Level C & D / Public and Private Franchise Alignments: This estimate includes placing underground public and private utility alignments on the face of the survey based on observed surface evidence and City vault data for public alignments. Texas811 markings will be used to locate private utility alignments.

Right of Entry: This estimate does not include right-of-entry services.

Subsurface Utility Investigation: This estimate does not include sub-surface excavation to confirm underground utility locations. All utility line work will be based on surface field evidence and provided record drawing research.

SUE Test Hole and Marker Locations: This estimate does not include the location and collection of data regarding test-hole locations or SUE markings locations performed by SUE contractors.

Soil Borings: This estimate does not include the location of soil borings performed by others.

ITEM 2 – TDLR REGISTRATION REVIEW AND INSPECTION

- Engineer will enlist the services of a registered accessibility specialist (RAS) to:
 - Register the project with the Texas Department of Licensing and Regulation (TDLR)
 - Perform a plan review of the final documents to verify compliance with current Americans with Disability Acts (ADA) standards and regulations.
 - Perform an on-site inspection of the project upon completion of construction.

ITEM 3 - TXDOT LOCAL ON-SYSTEM AGREEMENT (LOSA)

The Engineer shall coordinate with TxDOT and provide support and guidance to the City to assist in obtaining the required agreement from TxDOT for construction within state ROW.

EXHIBIT D
ADDITIONAL ENGINEERING SERVICES
FOR
PEDESTRIAN CONNECTIVITY ENHANCEMENTS PROJECT (ST2303)

Additional engineering services which may required to complete the project include Bid and Construction Phase Services and Easement and ROW Instrument Services. This scope of work shall be defined as follows:

ITEM 1 – BID AND CONSTRUCTION PHASE SERVICES

1. Bid Phase Services

- a. The Engineer shall provide Bid Phase Services, including
 - i. The Engineer shall develop the invitation to bid and deliver to City staff for advertising the project for public bidding.
 - ii. The Engineer shall receive all questions from bidders, log the questions, and answer in the form of an addenda.
 - iii. The Engineer shall conduct the bid letting, receive all bids, tabulate the bids, and certify them.
 - iv. The Engineer shall research the low bidder's qualifications and recommend award to the City

2. Construction Phase Services

The Engineer shall provide Construction Phase to include, but not limited to the following:

- A. Attend final walkthrough

ITEMS 2 & 3 – EASEMENT AND ROW INSTRUMENT SERVICES

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

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.

Assumptions

Instrument Format: All instruments will strictly follow controlling jurisdiction guidelines and procedures for the preparation of instrument documents.

Design changes: This estimate includes only one submittal based on a pre-approved design of the project. All changes due to re-design after the initial submittal for each phase will be invoiced back to the Client/Owner at an hourly cost.

Staking of Easement Right-of-Way Corners: This estimate only includes staking permanent public right-of-way acquisitions on the ground. Permanent and Temporary Easement acquisitions will not be staked on the ground.

EXHIBIT E
SERVICES TO BE PROVIDED BY THE CITY
FOR
PEDESTRIAN CONNECTIVITY ENHANCEMENTS PROJECT (ST2303)

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
PEDESTRIAN CONNECTIVITY ENHANCEMENTS PROJECT (ST2303)**

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 **\$31,109.00**.
- B. Compensation for Special Engineering Services and expenses not covered by the Basic Engineering Services provided herein above shall be as follows:

Lump Sum Fee of **\$17,512.00**

- C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:
1. Bid and Construction Phase Services: **Not to Exceed Fee of \$2,211.00**
 2. Easement Instrument Services: **\$984.50 per parcel (qty 2 parcels \$1,969.00)**
 3. ROW Instrument Services: **\$1,424.50 per parcel (qty 2 parcels \$2,849.00)**

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
PEDESTRIAN CONNECTIVITY ENHANCEMENTS PROJECT (ST2303)

[Form 1295 is submitted as the following page]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Aguirre & Fields, LP
 Sugar Land, TX United States

Certificate Number:
 2023-1057770

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 Filed:
 08/09/2023

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.
 ST 2303, RFQ 2023-011
 Professional Engineering Service Agreement for the Pedestrian Connectivity Enhancements Project.(ST 2303)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aguirre, LLC - General Partner	Sugar Land, TX United States	X	
Aguirre, Oscar R.	Sugar Land, TX United States	X	
Ahmed, Nazeer M.	Sugar Land, TX United States	X	
Arastoo, Mahsa A.	Sugar Land, TX United States	X	
Carle, Rick A.	Sugar Land, TX United States	X	
Crosby, Christine R.	Sugar Land, TX United States	X	
DeBord, Aaron S.	Sugar Land, TX United States	X	
Schluter, Eric C.	Fort Worth, TX United States	X	
Williams, Ryan J.	Austin, TX United States	X	
Garcia, Alex I.	Fort Worth, TX United States	X	
Gribble, Mark D.	Sugar Land, TX United States	X	
Ingram, Noelle H.	Sugar Land, TX United States	X	
Hahn, Paul R.	Austin, TX United States	X	
Hazzard, Elizabeth A.	Oklahoma City, TX United States	X	
Lee, Roger O.	Sugar Land, TX United States	X	
Lee, Eugene J.	Fort Worth, TX United States	X	
Lubitz, David J.	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Aguirre & Fields, LP
Sugar Land, TX United States

Certificate Number:
2023-1057770

Date Filed:
08/09/2023

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, Texas

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.

ST 2303, RFQ 2023-011
Professional Engineering Service Agreement for the Pedestrian Connectivity Enhancements Project.(ST 2303)

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

5 Check only if there is NO Interested Party.

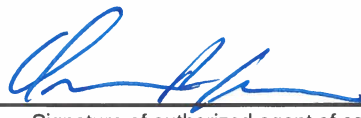
6 UNSWORN DECLARATION

My name is Oscar R. Aguirre, P.E., and my date of birth is 07/07/1964.

My address is 7215 New Territory Blvd., Ste 100, Sugar Land, TX, 77479, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 9th day of August, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)