

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
KIMLEY-HORN AND ASSOCIATE, 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 **TRAFFIC SIGNAL IMPROVEMENTS AT SMITHFILED ROAD AT STARNES ROAD AND RUFÉ SNOW DRIVE AT STARNES ROAD 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 **TRAFFIC SIGNAL IMPROVEMENTS AT SMITHFILED ROAD AT STARNES ROAD AND RUFÉ SNOW DRIVE AT STARNES ROAD 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" and Exhibit F: "Compensation".

IV. SCOPE OF ENGINEER'S SERVICES

ENGINEER shall render the professional services necessary for development of the PROJECT, in accordance with the schedule in Exhibit A: "Project Schedule" and as detailed in Exhibit B: "Basic Engineering Services", said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

V. SPECIAL ENGINEERING SERVICES

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

VI. ADDITIONAL ENGINEERING SERVICES

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

VII. SCOPE OF CITY SERVICES

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

VIII. COMPENSATION

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments including without limitation reimbursable expenses, to ENGINEER by CITY for the services stated in Section IV and Section V above shall not exceed **One Hundred fifty thousand dollars and 00/100 (\$150,000.00)**.

- 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.

IX. 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.

X. INDEMNITY

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

CITY OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGES, LIABILITY OR EXPENSE, ON ACCOUNT OF DAMAGE TO PROPERTY OR INJURIES TO PERSONS CAUSED BY DEFECTS OR DEFICIENCIES IN DESIGN CRITERIA AND INFORMATION FURNISHED TO ENGINEER BY CITY, OR ANY SIGNIFICANT DEVIATION IN CONSTRUCTION FROM ENGINEER'S DESIGNS, WORKING DRAWINGS, SPECIFICATIONS OR OTHER ENGINEERING DOCUMENTS.

Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and 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 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 modified without thirty (30) days prior written notice to CITY.

XII. ARBITRATION

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

XIII. TERMINATION AND SUSPENSION

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

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

XIV. SUCCESSORS AND ASSIGNS

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

XV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

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

XVI. SUBCONTRACTS

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

XVII. RIGHT TO AUDIT

ENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees

that CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in all its 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.
- 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: Abhishek Acharya, P.E.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102

If to CITY:

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

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

- D. Independent Contractor. ENGINEER shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the CITY and ENGINEER shall have the exclusive right to control services performed hereunder by ENGINEER, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees, and 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.

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)

KIMLEY-HORN AND ASSOCIATES, INC.
(ENGINEER)

By: _____
Mark Hindman, City Manager

By: Scott R. Arnold
Scott R. Arnold, Vice President

Date: _____

Date: April 3, 2023

ATTEST:

ATTEST:

Alicia Richardson, City Secretary

Dana Lynn Horton
Notary Public in and for the State of Texas

APPROVED TO FORM AND LEGALITY:

Maleshia B. McGinnis, City Attorney

DANA LYNN HORTON
Type or Print Notary's Name

My Commission Expires:

06-21-2024

CITY SEAL

CORPORATE SEAL

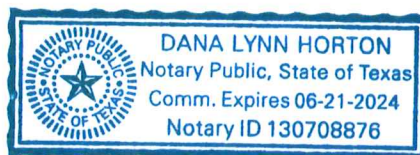


EXHIBIT A

PROJECT SCHEDULE
FOR
TRAFFIC SIGNAL IMPROVEMENTS AT SMITHFILED ROAD AT STARNES ROAD
AND RUFÉ SNOW DRIVE AT STARNES ROAD PROJECT

PROJECT SCHEDULE

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

<u>Activity</u>	<u>Due Date</u>
Notice To Proceed from City	May 1, 2023
Submit Conceptual (30%) Design	June 30, 2023
Receive City/TxDOT Review Comments	July 31, 2023
Submit Preliminary 60% Plans	November 30, 2023
Receive City/TxDOT Review Comments	December 31, 2023
Submit 90% Plans	February 29, 2024
Receive Final City/TxDOT Review Comments	March 31, 2024
Submit Final Plans (95%) for District Review	June 30, 2024
TxDOT District Review Complete	December 31, 2024
TxDOT Letting	January 5, 2025
Begin Construction	March 14, 2025
<i>TxDOT Environmental Clearance Process</i>	<i>July ,1 2023 – January 31, 2024</i>

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

EXHIBIT B

**BASIC ENGINEERING SERVICES
FOR
TRAFFIC SIGNAL IMPROVEMENTS AT SMITHFILED ROAD AT STARNES ROAD
AND RUFÉ SNOW DRIVE AT STARNES ROAD PROJECT**

The scope of services involves preparing conceptual, preliminary, pre-final (90%) and final design plans, specifications, and estimates for the reconstruction of Highway Safety improvements Program (HSIP) Traffic Signal Improvements at Smithfield Road at Starnes Road and Rufe Snow Drive at Starnes Road. Existing traffic signals at both intersections will be replaced with new traffic signals. The project also consist of upgrading pedestrian curb ramps, pedestrian signals, and refreshing pavement markings at both intersections. The project is funded through the HSIP program with the anticipated construction starting in FY 2025. It is anticipated that ROW/easement is required on the southeast corner of Smithfield Road and Starnes Road. Drainage modifications are anticipated at the southwest corner of this intersection.

1. PROJECT MANAGEMENT

1.1. Manage the Team:

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

1.2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY/TxDOT staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct review meetings with the CITY/TxDOT at the end of each design phase.
- Prepare and submit monthly invoices in a format acceptable to the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline project schedule initially and project schedule updates.
- Prepare a project decision log with each submittal.

ASSUMPTIONS

- Project design duration is assumed to be 12 months.

DELIVERABLES

- Meeting summaries with action items
- Monthly invoices
- Monthly progress reports
- Baseline project schedule

2. CONCEPTUAL DESIGN

2.1. Data Collection:

- Coordinate with CITY staff to obtain any additional design criteria, available GIS information, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, previous studies prepared by others, as-built plans for portions of surrounding infrastructure, historical drainage complaints, and other information available for the project area.
- Perform a site visit to verify the survey.
- Prepare design criteria chart for roadway, drainage, water, and sewer design.

2.2. The Conceptual Design Package shall consist of the following:

- Preliminary cover and index of sheets including project limits, area location map, and beginning and end stations.
- Conceptual plan sheets showing existing and proposed horizontal roadway alignments, existing and proposed ROW, existing and proposed sidewalks, existing and proposed curbs, proposed lane dimensions and lane arrows, existing and proposed drainage structures as necessary, and City- owned and franchise utilities.
- Traffic signal existing conditions and removals layout sheet.
- Traffic signal proposed conditions layout sheet showing the location of proposed signal poles and mast arms, ground boxes, controller cabinet, and electrical service meter.
- Paving layout sheet showing existing and proposed roadway geometry including turn lane modifications.
- Documentation of key design decisions.
- Opinion of probable construction cost (OPCC).
 - The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the

ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

DELIVERABLES

- Conceptual design plan set (.pdf and 2 hard copies)
- OPCC (.pdf and 2 hard copies)
- Project decision log (.pdf and 2 hard copies)

3. PRELIMINARY DESIGN

ENGINEER will develop the preliminary design of the infrastructure as follows.

3.1. ENGINEER will develop the preliminary design of the infrastructure as follows. The Preliminary Design Drawings and Specifications shall consist of the following:

- Cover Sheet
- Sheet Index
- Quantity Summary
- General Notes
- Traffic Signal Existing Conditions and Removals Sheet
- Traffic Signal Layout Sheet
- Traffic Signal Summary Charts
- Paving Removal Sheet
- Paving Layout Sheet
- Pavement Markings and Signing Removal Sheet
- Pavement Markings and Signing Installation Sheet
- Traffic Control Plan for paving work including all construction signage and pavement markings which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. Traffic control for signal equipment installation will be covered by the TxDOT WZ standard details.
- Applicable CITY and TxDOT standard details, 1 per sheet.
- All design sheets shall include project control data. The following information shall be indicated for each Control Point: Identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); X, Y, and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location.
- OPCC.

3.2. Constructability Review

- Before the 60 percent review meeting with the CITY, the ENGINEER will schedule and attend a project site visit with the CITY Project Manager and

construction personnel to walk the project. The ENGINEER will summarize the CITY's comments.

DELIVERABLES

- 60% plans in TxDOT PDF Portfolio Format
- 60% OPCC (.pdf and 2 hard copies)
- 60% project decision log (.pdf and 2 hard copies)

4. FINAL DESIGN

- 4.1. Final Plans and contract documents (90%)
- Finalize the plan sheets listed in Task 3.1 for 90% submittal. Prepare updated OPCC.
- 4.2 Final Plans and contract documents (100%)
- Address CITY/TxDOT 90% Comments.
 - Finalize the plans and specifications.

ASSUMPTIONS

- Address up to one (2) round of comments.

DELIVERABLES

- 90% plans in TxDOT PDF portfolio format.
- 90% OPCC (.pdf and 2 hard copies).
- 90% project decision log (.pdf and 2 hard copies).
- 100% plans TxDOT PDF portfolio format.
- 100% OPCC (.pdf and 2 hard copies).
- 100% project decision log (.pdf and 2 hard copies).

5. ROW/EASEMENT SERVICES.

- 5.1 Right-of-Way Research
- The ENGINEER shall determine rights-of-way and easement needs for the construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.
- 5.2 Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.
- The documentation shall be provided in conformance with the checklists and templates available from the CITY.

ASSUMPTIONS

- One (1) right-of-way easement document is included.
- Right-of-Way research consists of a review of property/right-of-way records based on current internet-based Tarrant Appraisal District (TAD) information available at the start of the project and available on-ground property information (i.e., iron rods, fences, stakes, etc.). It does not include effort for a chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

DELIVERABLES

- Easement exhibits and meets and bounds provided on CITY forms.

6. TOPOGRAPHIC SURVEY SERVICES.

6.1 Design Survey

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in the design and preparation of plans for the project. Information gathered during the survey will consist of topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slopes to fit intersecting grade lines.
- The minimum survey information to be provided on the plans will consists of the following:
 - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400.
 - The following information about each Control Point;
 - a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
 - b. X, Y, and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of the radius at the

Southeast corner of North Side Drive and North Main Street).

- Coordinates on all P.C.s, P.T.s, P.I.s, Manholes, Valves, etc., in the same coordinate system, as the Control.
- No less than two horizontal benchmarks, per line or location.
- Bearings for all proposed centerlines, or baselines.
- Station equations relating utilities to paving, when appropriate.

DELIVERABLES

- Copies of field survey data and notes signed and sealed by a Registered Professional Land Surveyor (RPLS) registered in the State of Texas.
- Drawing of the project layout with dimensions and coordinate list.

7. ENVIRONMENTAL CLEARANCE.

7.1 Environmental Services (TxDOT Categorical Exclusion)

Modifications to right-of-way and/or TxDOT funding as part of the proposed project are anticipated to trigger compliance with the National Environmental Policy Act (NEPA), as implemented and reviewed by TxDOT. The anticipated level of NEPA documentation and analysis is a Categorical Exclusion (CE). Categorically excluded projects cannot cause any significant impacts on any natural, cultural, recreational, historic, or other resources and no unusual circumstances may occur that would preclude the project from being categorically excluded. ENGINEER will perform and document a CE for each project as presented below.

A separate environmental clearance will be required for each project.

- **Scoping Assessment**

This subtask is intended to assist the Client in securing the appropriate scope determination from TxDOT for the proposed project. ENGINEER will perform the following task to complete the scoping assessment:

- Organize a kickoff call with TxDOT and the CITY for a project kick-off to review the project and schedule.
- Complete current TxDOT scope forms/documents and/or Project Description Form (or TxDOT District equivalent) to identify required actions that need to be entered into a Project Scope Form. The outcome of the scoping assessment will determine which specific studies, technical reports, and coordination will be required. TxDOT Environmental subject matter experts and TxDOT District staff reserve the right to make project-level decisions regarding required actions and/or findings generated by the scoping review.

- Scoping documents will be submitted to TxDOT for review and comment prior to initiating required studies and technical reports.
- Site Visit

ENGINEER will perform a reconnaissance of the site to collect appropriate data pertaining to items to be further assessed as detailed in the executed Project Scope Form.
- Studies Report and Coordination

As determined by the results of the Scoping Assessment, ENGINEER will prepare the appropriate documentation for submittal to the TxDOT Environmental Reviewer to aid in obtaining environmental clearance. ENGINEER will coordinate with other agencies and TxDOT Environmental Reviewer as appropriate and required by TxDOT. Studies will be performed in accordance with TxDOT guidelines and will follow TxDOT toolkits. Based on limited project information and in the absence of scope determination from TxDOT, ENGINEER anticipates performing the following at a minimum:

 - Species Analysis and Tier I Site Assessment Form
 - Surface Water Analysis
 - HazMat ISA

8. TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR)

- 8.1 ENGINEER will submit the project for TDLR approval as follows:
- Provide a detailed scope if the project is subject to the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, (the “Barriers Act”)]
 - Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
 - ENGINEER is responsible for providing plans that are in compliance with TDLR requirements.
 - Submit construction documents to the TDLR.
 - Completing all TDLR forms/applications necessary.
 - Obtain the Notice of Substantial Compliance from the TDLR.
 - Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the CITY in writing of the results of the inspection.
 - Responding to agency comments and requests.

- All costs associated with TDLR plan review and inspections are to be paid by the ENGINEER during the course of the project.

DELIVERABLES

- Copies of Permit Applications
- Copies of Approved Permits

TASK 9. TXDOT FORMS AND DOCUMENTATION

9.1 ENGINEER will prepare and submit the following TxDOT forms and documentation for TxDOT project letting.

- Form 1002 PS&E Transmittal Data.
- TxDOT Specific General Notes
- Form 1814 Proposed Special Provision of Special Specifications as necessary.
- Form 2299 Significant Project Procedures.
- Form 2699 Determination of Additional Project-Specific Liquidated Damages.
- Construction Duration Estimate.
- Required Certification Letters.
- Combined Bid Estimate Report.
- Engineer's Seal Report.

ASSUMPTIONS

- All TxDOT forms and documents will be submitted in TxDOT electronic portfolio format.

DELIVERABLES

- Electronic portfolio of supporting documents.

10 CONSTRUCTION PHASE ASSISTANCE

10.1 Construction Phase Services

- Attend a pre-construction conference prior to construction.
- Help address any construction requests for information (RFI).
- Visit the construction site up to two (2) times during construction if requested by the CITY.
- Attend final walkthrough with Contractor and CITY to determine if the completed work of the Contractor is generally in accordance with the Contract Documents.

10.2 Record Drawings

- Obtain and review comments and field changes on the construction plans from CITY and Contractor.
- Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observed on a full-time basis and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - PDF electronic copy

ASSUMPTIONS

- Two (2) site visits are assumed.
- Two (2) RFI's are assumed.
- The budgeted fee for Task 10.1 is based on 20 hours of labor. Additional services beyond the hours budgeted will be additional services outside the scope of this contract.

DELIVERABLES

- Response to Contractor's request for information
- Record drawings submittal in .pdf format

EXHIBIT C

SPECIAL ENGINEERING SERVICES
FOR
TRAFFIC SIGNAL IMPROVEMENTS AT SMITHFIELD ROAD AT STARNES ROAD
AND RUFÉ SNOW DRIVE AT STARNES ROAD PROJECT

(NONE)

EXHIBIT D

**ADDITIONAL ENGINEERING SERVICES
FOR
TRAFFIC SIGNAL IMPROVEMENTS AT SMITHFIELD ROAD AT STARNES ROAD
AND RUFÉ SNOW DRIVE AT STARNES ROAD PROJECT**

(NONE)

EXHIBIT E

SERVICES TO BE PROVIDED BY THE CITY FOR TRAFFIC SIGNAL IMPROVEMENTS AT SMITHFIELD ROAD AT STARNES ROAD AND RUFÉ SNOW DRIVE AT STARNES ROAD PROJECT

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

1. Provide any existing data the CITY has on file concerning the PROJECT, if available.
2. Provide any available as-built plans for existing streets and drainage facilities, if available.
3. Provide any available as-built plans for existing water and sanitary sewer mains, if available.
4. Assist the ENGINEER, as necessary, in obtaining any required data and information from TxDOT and/or other local utility companies.
5. Provide standard details and specifications in digital format.
6. Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the ROW, when required.
7. Give prompt written notice to the ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES

CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Additional Right-of-way or easement documents beyond scope listed above.
- Negotiation of easements or property acquisition.
- Subsurface Utility Engineering (SUE)
- Landscape and irrigation design.
- Design of any offsite drainage improvements beyond the improvements identified in the scope.
- Design of retaining walls or specialized inlets.
- Preparation for and attendance at public meetings.
- Construction Phase Services beyond scope listed above.
- Redesign to reflect project scope changes requested by the CITY, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.

EXHIBIT F

**COMPENSATION
FOR
TRAFFIC SIGNAL IMPROVEMENTS AT SMITHFIELD ROAD AT STARNES ROAD
AND RUFÉ SNOW DRIVE AT STARNES ROAD PROJECT**

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 included on Tasks 1- Task 6 and Task 8- Task 9 shall be completed for a lump sum not to exceed fee of **\$107,000.00**.

Compensation for the Basic Engineering Services included on Tasks 7 and Task 10 shall be completed on hourly basis not to exceed fee of **\$43,000.00**.

• Task 1 – Project Management	\$ 5,000
• Task 2 – Conceptual Design (30%)	\$ 18,000
• Task 3 – Preliminary Design (60%)	\$ 41,000
• Task 4 – Final Design	
○ 90% Design	\$ 12,000
○ Final Contract Documents	\$ 8,000
• Task 5 – ROW/ Easement Services	\$ 2,500
• Task 6 – Topographic Survey Services	\$ 11,000
• Task 7 – Environmental Clearance (Hourly)	\$ 38,000
• Task 8 – TDLR	\$ 2,500
• Task 9 – TxDOT Forms and Documentation	\$ 7,000
• <u>Task 10 – Construction Phase Assistance (Hourly)</u>	<u>\$ 5,000</u>
Total	<u>\$150,000</u>

ENGINEER will not exceed the total maximum fee shown without authorization from the CITY. ENGINEER reserve rights to reallocate budget between tasks. Individual task amounts are provided for budgeting purposes only.

- B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows: None.
- C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows: None.

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

TRAFFIC SIGNAL IMPROVEMENTS AT SMITHFIELD ROAD AT STARNES ROAD

AND RUFÉ SNOW DRIVE AT STARNES ROAD PROJECT

[Form 1295 is submitted as the following page]