

## AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES** (“Contract”) is made by the **CITY OF NORTH RICHLAND HILLS** (“City”), a Texas municipal corporation, and **BAIRD, HAMPTON & BROWN, INC.** (“Consultant”). The parties are each individually referred to herein as a “party” and collectively as the “parties.”

1. **SCOPE OF SERVICES**

Consultant agrees to provide professional planning services as described in **Attachment A (John Barfield Trail Extension)**. This Agreement includes the following tasks listed within Attachment A:

- **Preliminary Plans**
- **Final Plans**
- **Land Surveying**
- **Environmental Services**
- **Utility Coordination**
- **Floodplain Development Permit**
- **LOMR**
- **TAS/TDLR**
- **Bidding Phase Services**
- **Construction Support**

2. **COMPENSATION**

The compensation to be paid to Consultant for all services performed hereunder shall not exceed **one hundred seventy-two thousand one hundred thirty-eight dollars (\$172,138.00)**. No expenses shall be paid under this Agreement in excess of such amount without the express written consent of the City.

3. **TERM**

This Contract shall be effective upon issuance of notice to proceed and shall expire upon completion of all services contemplated herein, but not later than **December 31, 2028**.

4. **TERMINATION**

Either party may terminate this Contract at any time for cause or convenience by providing thirty (30) days’ written notice to the other party. Upon the receipt of such notice, Consultant shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for all supplies, assistance, facilities, and materials in connection with the performance of this Contract and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Contract. Consultant shall not be entitled to lost or anticipated profits should City choose to exercise its option to terminate. If Consultant is terminated for convenience by City, then Consultant shall have no liability for any damages that stem from such termination, including damages that are liquidated or consequential in nature.

4.1 **Non-appropriation of Funds.**

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

5. **INDEMNIFICATION;**

**CONSULTANT 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. ENGINEER'S OBLIGATION TO DEFEND ABOVE SHALL NOT APPLY TO PROFESSIONAL LIABILITY CLAIMS, BUT RATHER FOR PROFESSIONAL LIABILITY CLAIMS ENGINEER WILL REIMBURSE THE CITY FOR ALL REASONABLE DEFENSE COSTS IN THE SAME PROPORTION ENGINEER IS FOUND LIABLE.

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.

IN ADDITION TO THE DEFENSE OBLIGATIONS OF ENGINEER ABOVE, TO THE EXTENT DEFENSE COVERAGE IS AVAILABLE UNDER ANY APPLICABLE INSURANCE POLICY MAINTAINED BY ENGINEER, AND SUCH POLICY PROVIDES A DEFENSE TO ADDITIONAL INSURED, CITY SHALL BE ENTITLED TO SUCH DEFENSE AS AN ADDITIONAL INSURED UNDER THE POLICY, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND LIMITATIONS OF SAID POLICY.

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.

NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, INCLUDING STATUTORY EMPLOYER DEFENSES OR ANY WORKERS' COMPENSATION STATUTES THAT MIGHT OTHERWISE LIMIT THE INDEMNITY OBLIGATIONS OF THE INDEMNITOR, INDEMNITOR AGREES TO WAIVE SUCH DEFENSES AND ACKNOWLEDGES THAT ITS INDEMNITY OBLIGATIONS HEREUNDER SHALL APPLY REGARDLESS OF ANY IMMUNITY IT MAY HAVE UNDER WORKERS' COMPENSATION OR SIMILAR LAWS.

6. **INDEPENDENT CONTRACTOR**

Consultant shall perform all work and services hereunder as an independent contractor and not as an officer, agent, or employee of the City. Consultant shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing the same, and shall be solely responsible for the acts and omissions of its agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Consultant, its agents, employees, and subcontractors; and the doctrine of respondeat superior shall have no application as between the City and the Consultant.

7. **QUALIFICATIONS**

Consultant shall meet the following qualifications to provide services under this Agreement:  
State of Texas licensure.

8. **PROHIBITION OF ASSIGNMENT**

Neither party hereto shall assign, sublet, or transfer its interest herein without the prior written consent of the other party, and any attempted assignment, sublease, or transfer of all or any part hereof without such prior written consent shall be void.

9. **CHOICE OF LAW; VENUE**

This Contract shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

10. **FORCE MAJEURE**

Neither party shall be liable for failure to perform its obligations under this Contract if the performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

11. **CONFIDENTIAL INFORMATION**

Consultant understands and acknowledges that Consultant will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Consultant shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Consultant agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of, any confidential information by Consultant is a material breach of this Agreement. If Consultant violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Consultant agrees to indemnify and hold the City harmless for any claims or damages caused by Consultant's breach of this confidentiality provision.

12. **RIGHT TO AUDIT**

During the term of this Agreement, and at any time within three (3) years following the expiration of this Agreement, the City shall have the right of access to all information held in the possession of the Consultant related to services performed under this Agreement, for audit purposes or otherwise. Consultant agrees to provide access to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Consultant agrees that it will keep records relating to the services provided hereunder for as long as required by law.

13. **NOTICES**

Any notice required to be given hereunder shall be given by certified mail, return receipt, to the following addresses:

If to City:  
City of North Richland Hills  
Attn: Paulette Hartman, City Manager  
4301 City Point Drive  
North Richland Hills, Texas 76102  
Email: [pahartman@nrhtx.com](mailto:pahartman@nrhtx.com)

If to Consultant:  
Baird, Hampton & Brown, Inc.  
Attn: John Austin Baird, PE  
3801 William D Tate Ave, Suite 500  
Grapevine, TX 76051  
Email: [abaird@bhbinco.com](mailto:abaird@bhbinco.com)

With copy to the City Attorney at the same address.

14. **INSURANCE**

Consultant shall maintain the following Insurance coverage during the term of this Contract, or other coverage acceptable to the City:

Comprehensive general liability insurance policy in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate for damage and/or injury to persons or property.

Professional liability policy with limits of \$1,000,000 per claim or occurrence.

Worker's compensation insurance or its equivalent in the minimum statutory amount in the state where Consultant conducts its business.

Auto liability policy or its equivalent with a combined single limit of \$1,000,000 per accident.

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


15. **DISPUTE RESOLUTION**

Except in the event of termination pursuant to Section 4.1, if either City or Consultant has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered, or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the written notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including reasonable attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement, not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

EXECUTED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ACCEPTED AND AGREED:

BAIRD, HAMPTON & BROWN, INC:

By:   
John Austin Baird, PE  
Principal, Civil Engineer


Date: 04-24-2026

CITY OF NORTH RICHLAND HILLS:

By: \_\_\_\_\_  
Paulette Hartman  
City Manager

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

ATTEST:

By:   
Name: Kimberly Peralez  
Title: Staff Accountant

ATTEST:

By: \_\_\_\_\_  
Alicia Richardson  
City Secretary/Chief Governance Officer

APPROVED TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Bradley A. Anderle  
City Attorney

## ATTACHMENT A

### **BASIC ENGINEERING SERVICES** for **JOHN BARFIELD TRAIL EXTENSION** City of North Richland Hills

The City of North Richland Hills has requested that Baird, Hampton & Brown develop design documents for a proposed extension of John Barfield Trail. These improvements consist of approximately 900 linear feet of 10' wide concrete trail from Spring Oak Drive south to the existing trail stub out near the Rumfield Estates development.

The trail improvements will interconnect existing segments, creating nearly 1.5 miles of continuous trail and eliminating the need to travel on the roadway along Spring Oak Drive. A stream crossing is also necessary to construct the proposed trail improvements. A culvert installation within the creek is anticipated along with a flood study to analyze the proposed improvements and ensure no adverse impacts on neighboring properties, followed by a LOMR after construction.

The scope of work for Basic Engineering Services is described in detail in the sections below.

#### **I. GENERAL**

- A. Project Management, Administration, and Coordination
  - 1. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop progress reports, prepare invoices, and meet with other entities on an as-needed basis for the duration of the PROJECT's design.
  - 2. The ENGINEER will establish a work program and schedule for each subconsultant, if any, at the beginning of each phase/section of the PROJECT. The ENGINEER will be responsible for the coordination, supervision, review and incorporation of work performed by subconsultants.

#### **II. PRELIMINARY PLANS & ESTIMATES**

- A. Flood Study

Prepare a hydraulic model for the existing and proposed grading conditions for the FEMA effective hydrology using the US Army Corps of Engineers (USACE) HEC-RAS computer program. The hydrologic data in the effective FEMA models will be utilized for this project. BHB will determine the Base Flood Elevation (BFE) and location of the existing and proposed hydraulic condition of the 100- and 500-YR floodplains adjacent to the project site. The flood study will include effective, corrected effective, pre-project and proposed conditions hydraulic models in support of regulatory authority review and approvals. This scope of work assumes the results of the flood study concur with the design of the proposed improvements for Rumfield Estates. If significant deviation is found, additional engineering services are required to further address the impacts and obtain the appropriate approvals from FEMA. The flood study will adequately model the effects of the proposed project to the existing stream, floodplain and adjacent communities

affected by the proposed improvements. BHB will submit this flood study to the City of North Richland Hills and address comments as needed.

- B. Preliminary (60%) Construction Plans  
Develop trail layout, grading, and erosion control plans, along with culvert plan and profile views over actual field surveys. Provide the required construction details for the proposed improvements.
- C. Opinions of Probable Construction Costs  
Prepare project quantities and an opinion of probable construction cost for the proposed improvements.
- D. Project Manual  
Prepare draft project manual containing the applicable forms, contracts, advertising/bid schedule, and specifications for the project.
- E. Submittal & Review Meeting  
Attend a design review meeting with City staff to discuss comments and revisions for the preliminary design.

### **III. FINAL PLANS & ESTIMATES**

- A. Final (90%) Construction Plans, Estimates, & Project Manual
  1. Incorporate City review comments and directives from the preliminary plans submittal.
  2. Complete trail layout, grading, and erosion control plans, and culvert plan and profiles over actual field surveys. Provide the required construction details for the proposed improvements.
  3. Prepare revised project quantities and an opinion of probable construction cost for the proposed improvements.
  4. Incorporate City comments and revise the project manual as needed.
  5. Attend a design review meeting with City staff to discuss comments and revisions for the final design.
- B. Prepare Final (100%) Bid Documents
  1. Incorporate CITY review comments and directives from the Final (95%) Design plans.
  2. Provide final plans, specifications, and cost estimates.
  3. Submit final bid documents for CITY approval and bidding.

ATTACHMENT A - CONTINUED

**SPECIAL SERVICES**  
for  
**JOHN BARFIELD TRAIL EXTENSION**  
City of North Richland Hills

**I. LAND SURVEYING**

- A. **LiDAR & Aerial Mapping**  
Prepare an aerial-based LiDAR topographic base map of the project limits identified.
- B. **Topographic Survey**  
Perform an on-the-ground survey of the project limits. Locate the existing improvements, provide spot elevations on a 50-foot grid, and generate contours at one-foot intervals.
- C. **Boundary Survey**  
Research and recover adequate property corner monumentation to provide a representation of the referenced project's boundaries to be used within deliverables described in this scope of work.
- D. **As-Built Survey for LOMR**  
Perform an on-the-ground survey of the project limits post-construction. Locate the newly constructed improvements, provide spot elevations on a 50-foot grid, and generate contours at one-foot intervals.

**II. ENVIRONMENTAL SERVICES**

- A. **Waters of the US Delineation**
  - 1. Delineate the Waters of the US within the project limits using the 1987 Corps of Engineers Wetlands Delineation Manual (Wetlands Research Program Technical Report Y-87-1), the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and the ordinary high-water mark for streams. After the delineation is completed, a digital map of these waters of the United States will be provided for planning, impact calculation, and illustration purposes. This delineation will be provided so that it may be utilized in the engineering plans to avoid and minimize impacts to waters of the United States (if any are present on the site).
  - 2. Provide a description of the functions and values of the water features on the project site using available literature, soil surveys, and USGS topographic maps.
  - 3. Provide the appropriate wetland delineation forms, map of jurisdictional waters overlain on the site plan, and any evaluation of the Waters of the U.S. within the proposed project site. The purpose of the delineation is to develop a map indicating areas that can be used for placement of fill material and those areas where a permit might be required.

- B. Endangered Species Assessment  
Conduct an assessment of the potential habitat for state and federally listed threatened and endangered species within the project area for inclusion with the LOMR. Assess the site for the presence or absence of critical habitat and suitable habitat, as well as the actual presence or absence of any imperiled species.

### **III. UTILITY COORDINATION**

- A. Coordinate the proposed trail improvements with Oncor throughout the design process, including verification of existing utility locations, easements, and communication with Oncor personal as needed to support the design and construction of the proposed trail.

### **IV. FLOODPLAIN DEVELOPMENT PERMIT**

- A. Complete all forms/applications necessary and submit to the City for review and approval. Respond to City comments as needed.

### **V. LETTER OF MAP REVISION (LOMR)**

- A. Prepare a Letter of Map Revision (LOMR) request and submit it for City and FEMA approval.
- B. Model the As-Built survey in the hydraulic model.
- C. Complete the required forms, figures, exhibits, and prepare a report for a LOMR request submission and will submit it to FEMA through the City.
- D. Answer City and FEMA questions and make revisions and re-submittals as required by the City or FEMA to acquire LOMR approval. This task will include two (2) resubmittals to FEMA. Any additional submittals will be charged at the BHB hourly rate in effect at the time the work is performed. The current FEMA online review fee for a LOMR is \$8,000.

### **VI. TAS REIVEW/TDLR REGISTRATION**

- A. Register the project with TDLR if the total project (per TAC Rule 68.50) construction cost equals or exceeds \$50,000.
- B. Submit the project for TAS plan review and address any deficiencies.
- C. Submit the project for TAS post-construction inspection.

ATTACHMENT A - CONTINUED

**HOURLY AND/OR ADDITIONAL ENGINEERING SERVICES**  
for  
**JOHN BARFIELD TRAIL EXTENSION**  
City of North Richland Hills

**I. BIDDING PHASE**

- A. Assist the CITY in the advertisement of the PROJECT for bid. The CITY shall bear the cost of advertisement in an official publication. The ENGINEER shall provide all necessary printing of construction plans, specifications, and contract documents for use in obtaining bids, awarding contracts, and constructing the PROJECT.
- B. The ENGINEER shall prepare and respond to all addenda for the PROJECT.
- C. Assist the CITY in the opening and tabulation of the construction bids for the PROJECT and recommend to the CITY the proper action on all proposals received.
- D. Issue a notice to proceed to the CONTRACTOR selected by the CITY for the PROJECT.
- E. Assist in the preparation of formal Contract Documents found in the Project Manual and coordinate their execution by the respective parties.

**II. CONSTRUCTION SUPPORT**

- A. Attend the project pre-construction meeting with the CITY and CONTRACTOR.
- B. Provide construction support services, including responding to RFIs, reviewing product submittals, and conflict resolution. Issue ASIs and change orders as needed. Review and approve pay applications.
- C. Prepare Record Drawings, with the assistance of the CITY's Resident PROJECT Representative, to reflect available information as to how the work was constructed. The CITY's Resident PROJECT Representative will provide the ENGINEER a red-lined set of drawings depicting changes during construction. The ENGINEER shall revise original design drawings, noting changes during construction, and submit electronic files (in pdf and dwg formats), to the CITY.

- III. ADDITIONAL Engineering Services not included in the scope of work include those services that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
  
- IV. ADDITIONAL Engineering Services not included in the scope of work also include assistance to the CITY in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration or other legal proceeding involving the PROJECT.
  
- V. HOURLY and/or ADDITIONAL Engineering services in connection with the PROJECT and described above, and including services which are to be furnished on an hourly basis or by the CITY, and services not otherwise provided for in this Agreement, will be provided at the following rates:

**Engineering – Eng.; Environmental Sci. – ES; Land Surveying – LS; Landscape Architecture – LA**

Eng. & Management – Principal/VP	\$ 360.00 /hr.	Designer - IV	\$ 205.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - V	\$ 310.00 /hr.	Designer - III	\$ 155.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - IV	\$ 240.00 /hr.	Designer - II	\$ 130.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - III	\$ 210.00 /hr.	Designer - I	\$ 115.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - II	\$ 190.00 /hr.	CAD/Tech. Survey Services	\$ 100.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - I	\$ 165.00 /hr.	Field Surveying – 1 Person Crew	\$ 175.00 /hr.
Eng. EIT/LS SIT - IV	\$ 145.00 /hr.	Field Surveying – 2 Person Crew	\$ 220.00 /hr.
Eng. EIT/LS SIT - III	\$ 130.00 /hr.	Field Surveying – 3 Person Crew	\$ 255.00 /hr.
Eng. EIT/LS SIT - II	\$ 125.00 /hr.	Construction Staking – 2 Person Crew	\$ 240.00 /hr.
Eng. EIT/LS SIT - I	\$ 120.00 /hr.	Clerical Services	\$ 95.00 /hr.
CAD / Drafting Services	\$75.00 /hr.		

ATTACHMENT A - CONTINUED

**CITY PROVIDED INFORMATION/SERVICES**  
for  
**JOHN BARFIELD TRAIL EXTENSION**  
City of North Richland Hills

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 Record Drawings for existing streets, drainage facilities, water and sanitary sewer mains, if available.
- III. Assist the ENGINEER, as necessary, in obtaining any required data and information from local franchise utility companies.
- IV. Provide standard details in digital format.
- V. Assist the ENGINEER by coordinating with the franchise utility companies and addressing potential conflicts prior to construction.
- VI. Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, if/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.

ATTACHMENT B

**COMPENSATION**

for

**JOHN BARFIELD TRAIL EXTENSION**

City of North Richland Hills

**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. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's office.

- A. Compensation for the Basic Engineering Services shall be a lump sum fee of \$70,778.00. Compensation for the Special Services shall be a lump sum fee of \$90,300.00. Compensation for the Additional Services shall be an estimated sum of \$11,060.00. This is a total estimated contract amount of \$172,138.00.

Payment for the Design phase portion of the Basic Engineering Services shall be due in monthly installments in the proportion to that part of the services in the Design phase which have been accomplished. Final payment for services authorized in the Design phase shall be due at the completion of these services.

Payment for any requested Assistance or Construction Support Services of the Additional Services shall be due in monthly installments and per the contract hourly billing rates schedule.

- B. Compensation for Additional Services not covered by Basic Engineering Services or Special Services provided herein shall be as follows:
1. For all of ENGINEER's personnel time applied to the Additional Engineering Services and not itemized above, the following hourly rates shall be used:

**Engineering – Eng.; Environmental Sci. – ES; Land Surveying – LS; Landscape Architecture – LA**

Eng. & Management – Principal/VP	\$ 360.00 /hr.	Designer - IV	\$ 205.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - V	\$ 310.00 /hr.	Designer - III	\$ 155.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - IV	\$ 240.00 /hr.	Designer - II	\$ 130.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - III	\$ 210.00 /hr.	Designer - I	\$ 115.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - II	\$ 190.00 /hr.	CAD/Tech. Survey Services	\$ 100.00 /hr.
Eng. PE/ES/LS RPLS/LA RLA - I	\$ 165.00 /hr.	Field Surveying – 1 Person Crew	\$ 175.00 /hr.
Eng. EIT/LS SIT - IV	\$ 145.00 /hr.	Field Surveying – 2 Person Crew	\$ 220.00 /hr.
Eng. EIT/LS SIT - III	\$ 130.00 /hr.	Field Surveying – 3 Person Crew	\$ 255.00 /hr.
Eng. EIT/LS SIT - II	\$ 125.00 /hr.	Construction Staking – 2 Person Crew	\$ 240.00 /hr.
Eng. EIT/LS SIT - I	\$ 120.00 /hr.	Clerical Services	\$ 95.00 /hr.
CAD / Drafting Services	\$75.00 /hr.		

2. 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 1.10.

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. 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, and shall be in proportion to the percent completion of the total work.

Invoices will be prepared in a format approved by the CITY and are due and payable within 30 days.



EXHIBIT C - CONTINUED

**SURVEY LIMITS MAP**  
for  
**JOHN BARFIELD TRAIL EXTENSION**  
City of North Richland Hills



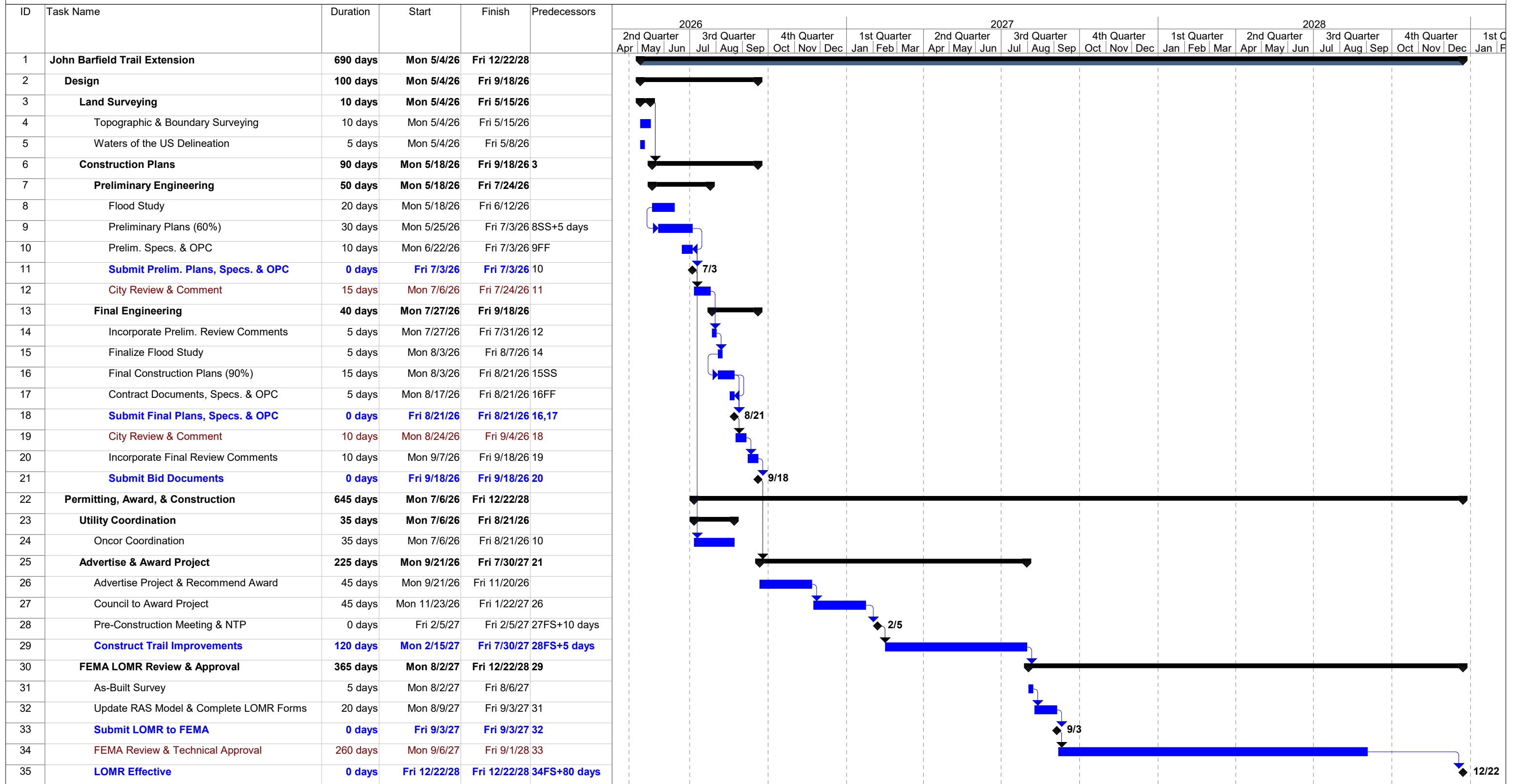
Red - LiDAR; Green – Boundary Survey; Yellow – Topographic Survey; Magenta – Topographic Survey with As-Built

EXHIBIT D

OPINION OF PROBABLE CONSTRUCTION COST  
for  
JOHN BARFIELD TRAIL EXTENSION  
City of North Richland Hills

Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value
<b>John Barfield Trail</b>					
<b>Sidewalk Improvements</b>					
1	Channel Clearing & Grubbing	LS	1	\$ 10,000	\$ 10,000
2	Demo Rip Rap	LS	1	\$ 15,000	\$ 15,000
3	Concrete Sidewalk (900 LF @ 10' width)	SY	1000	\$ 150	\$ 150,000
4	Pedestrian Guardrail	LF	100	\$ 175	\$ 17,500
5	Double Barrel Box Culvert	LF	25	\$ 4,250	\$ 106,250
6	Concrete Wingwall	EA	2	\$ 50,000	\$ 100,000
7	Rock Rip Rap	SY	170	\$ 175	\$ 29,750
8	Chain Link Fence	LF	250	\$ 75	\$ 18,750
9	Crosswalk Pavement Markings	LS	1	\$ 600	\$ 600
10	Soild Sod with 4" Topsoil	SF	9000	\$ 5	\$ 45,000
	Subtotal				\$ 492,850
	Contingency (30%)				\$ 148,150
	<b>PROJECT TOTAL</b>				\$ 641,000

**John Barfield Trail Extension**



Project: John Barfield Trail Date: Tue 4/21/26	Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
	Split		External Tasks		Manual Task		Start-only		Progress	
	Milestone		External Milestone		Duration-only		Finish-only		Deadline	
	Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

Services Level of Effort: Item / Task Description & Estimated Hours of Effort

**JOHN BARFIELD TRAIL EXTENSION**  
**North Richland Hills, TX**  
 April 20, 2026

Item / Task Description	Project	Project	Project	Engineering	Environmental	Project	Survey	Survey		Direct	Amount
	Director	Manager	Engineer	EIT	Scientist	Surveyor	Field Crew	CADD/Tech	Clerical	Costs	
	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(\$)	(\$)
	\$ 360.00	\$ 210.00	\$ 190.00	\$ 130.00	\$ 310.00	\$ 190.00	\$ 220.00	\$ 100.00	\$ 95.00	1.10	
<b>Preliminary Plans</b>											<b>\$ 45,798</b>
Flood Study	4	8	20	36						\$ 625	12,288
Trail Layout & Site Plan	1	6	10	24							6,640
Trail Grading Plan	1	8	16	30							8,980
Culvert P&P & Cross Sections		6	12	20							6,140
Erosion Control Plan & Details		1	2	8							1,630
Construction Details		1	4	6							1,750
Opinion of Probable Construction Cost		1	4	10							2,270
Draft Project Manual & Specs	1	2	8	24							5,420
Submittal & Review Meeting		2		2							680
Subtotal =	7	35	76	160	0	0	0	0	0	\$ 625	
<b>Final Plans</b>											<b>\$ 24,980</b>
Trail Layout & Site Plan	1	4	4	16							4,040
Trail Grading Plan	1	4	10	24							6,220
Culvert P&P & Cross Sections		4	12	16							5,200
Erosion Control Plan & Details		1	1	4							920
Construction Details		1	4	6							1,750
Opinion of Probable Construction Cost		1	2	8							1,630
Final Project Manual & Specs		1	6	16							3,430
Submittal & Review Meeting		2		2							680
Incorporate Comments & Issue Bid Docs.		1	2	4							1,110
Subtotal =	2	19	41	96	0	0	0	0	0	0	
<b>Total for Professional Services</b>	<b>9</b>	<b>54</b>	<b>117</b>	<b>256</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 625</b>	<b>\$ 70,778</b>
<b>Special Services</b>											<b>\$ 90,300</b>
LiDAR Survey										\$ 12,500	13,750
Topographic Surveying (limited)			1	2						\$ 8,000	9,250
Boundary Surveying										\$ 12,000	13,200
As-Built Survey for LOMR		1	1							\$ 4,000	4,800
WOTUS Delineation		1	1	8	18						7,020
Engangered Species Assessment		1	1		8						2,880
Utility Coordination		2	4	10							2,480
Floodplain Development Permit		1	2	4							1,110
LOMR	10	16	40	80						\$ 8,000	33,760
TAS Review/TDLR Registration		1	1							\$ 1,500	2,050
Subtotal =	10	23	51	104	26	0	0	0	0	\$ 46,000	
<b>Additional Services (billed hourly)</b>											<b>\$ 11,060</b>
Bid Project, Tab. Results & Recom.		2	6	12							3,120
Prepare Formal Contract Docs		1	4	8							2,010
Pre-Con Mtg, Site Visits & Final Inspection		4	4								1,600
Prepare Record Drawings & CAD Files		1	4	8							2,010
Construction Support, RFIs, Submittals	1	2	4	6							2,320
Subtotal =	1	10	22	34	0	0	0	0	0	0	
<b>Total for Professional, Additional &amp; Special Services</b>											<b>\$ 172,138</b>