

Exhibit A: Agreement for Professional Services - Basic Scope of Services



May 20, 2024

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

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

Dear Mr. Wilson:

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

Project Understanding

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

Basic Scope of Services

Consultant will provide the services specifically set forth below.

Task 1A Coordination and Design Management

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

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

Task 2A Concept Design Development

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

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

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

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

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

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

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

Task 3A Coordination and Design Management

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

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

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

Task 4A Design Development

The Design Development phase will consist of the following items:

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

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

Additional Scope of Services

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

Task 1B Construction Documents

The Construction Document phase will consist of the following items:

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

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

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

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

Task 2B Bidding Phase and Contract Award

The Bidding Phase will consist of the following items:

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

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

Task 3B Construction Contract Administration

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

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

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

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

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

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

Additional Services

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

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

Information Provided By Client

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

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

Schedule

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

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

Fee and Expenses

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

Basic Scope of Services

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

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

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

Additional Scope of Services Total Lump Sum Fee	\$ 260,000
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Total Project Lump Sum Fee	\$ 415,000
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

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

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

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

____ Please email all invoices to _____

____ Please copy _____

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Katherine Utecht, PLA, LI
Project Manager



Bradley J. Hill
Regional Contract Lead