

**AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN THE  
CITY OF NORTH RICHLAND HILLS  
AND  
WESTWOOD PROFESSIONAL SERVICES, INC. D/B/A PELOTON  
LAND SOLUTIONS**

**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 **Westwood Professional Services, Inc. doing business as Peloton Land Solutions, a Westwood Company** ("**Westwood**"), a Minnesota corporation, acting by and through Brian Haynes; its duly authorized Principal (hereinafter called "ENGINEER").

**WITNESSETH**, that CITY desires professional engineering services in connection with the **MAIN STREET / SMITHFIELD TOD GRANT 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 **MAIN STREET / SMITHFIELD TOD GRANT 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 perform its services with the same professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license for the same type of work in the Dallas/Fort Worth Metroplex area, including but not limited to, 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 mutually and approved by ENGINEER.

#### **VII. SCOPE OF CITY SERVICES**

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

#### **VIII. COMPENSATION**

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments, including without limitation reimbursable expenses, to ENGINEER by CITY for the services stated in Sections IV, V, and VI above shall not exceed **PROJECT COST (\$383,105.00)**.
- C. CITY may authorize Additional Engineering Services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for Additional Engineering Services shall be given to ENGINEER by CITY in writing and approved

by ENGINEER and CITY. Project costs will be adjusted in accordance with the agreed compensation for the Additional Engineering Services.

- 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**

So long as ENGINEER has been paid, 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 or any such drawings that are not signed and sealed by ENGINEER..

## **X. INDEMNITY**

**TO THE FULLEST EXTENT OF THE LAW, 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 DUE TO A THIRD PARTY CLAIM, 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, WHICH ARE 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 (NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR WILL NOT PROVIDE A DEFENSE FOR CLAIMS BASED ON PROFESSIONAL SERVICES) 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, WHICH ARE CAUSED BY 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. IN NO EVENT SHALL ENGINEER'S INDEMNITY OBLIGATIONS EXTEND BEYOND THE TEXAS ANTI-INDEMNITY ACT.**

**FURTHER, IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO CITY AND ENGINEER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CITY AGREES, TO THE FULLEST EXTENT OF THE LAW, THAT EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, TO CITY OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, SHALL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00 USD) OR THE FULL EXTENT OF ENGINEER'S POLICY LIMITS IN THE AGGREGATE, WHICHEVER IS GREATER.**

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 per claim
Errors and Omissions	\$ 1,000,000 aggregate

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled without thirty (30) days prior written notice to CITY or 10 days' notice for non-payment of premium.

## **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 for lump sum tasks or the hours completed up to the date of termination for hourly tasks.

### **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
Exhibit "H"	2023 HOURLY RANGE OF RATE SCHEDULE
Exhibit "I"	Geotechnical Engineering Scope of Work
Exhibit "J"	Structural Design Scope of Work
Exhibit "K"	Electrical Design Scope of Work
Exhibit "L"	Subsurface Utility Engineering (SUE) Scope of Work

## 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:

Westwood Professional Services, Inc. dba Peloton Land Solutions  
 Attn: Brian Haynes, PE, CFM  
 9800 Hillwood Parkway, Suite 250  
 Fort Worth, Texas 76177

With a copy to:

Westwood Professional Services, Inc. dba Peloton Land Solutions  
 Attn: General Counsel  
 12701 Whitewater Dr., Ste 300  
 Minnetonka, MN 55343

If to CITY:



City of North Richland Hills  
Attn: Director of Public Works  
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, which such copies shall not constitute notice.

- 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

WESTWOOD PROFESSIONAL SERVICES, INC., DBA PELOTON LAND SOLUTIONS (ENGINEER)

(CITY)

By: \_\_\_\_\_  
Mark Hindman, City Manager

By: \_\_\_\_\_  
Brian Haynes, Market Leader

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Alicia Richardson, City Secretary

\_\_\_\_\_  
Notary Public in and for the State of Texas

APPROVED TO FORM AND LEGALITY:

\_\_\_\_\_  
Maleshia B. McGinnis, City Attorney

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

**CITY SEAL**

**CORPORATE SEAL**

**EXHIBIT A**

**PROJECT SCHEDULE  
FOR  
MAIN STREET / SMITHFIELD TOD GRANT 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	<b>October 9, 2023</b>
Submit Conceptual Design	<b>January 26, 2024</b>
Receive City Review Comments	<b>February 9, 2023</b>
Stakeholder Meeting	<b>March 22, 2024</b>
Submit Preliminary 60% Plans	<b>June 7, 2024</b>
Receive City Review Comments	<b>June 21, 2024</b>
Submit 90% Plans	<b>August 2, 2024</b>
Receive Final City Review Comments	<b>August 16, 2024</b>
Submit Final Plans for Bid	<b>September 13, 2024</b>
Advertise for Construction Bids	<b>October 2024</b>
Open Construction Bids	<b>November 2024</b>
Pre-Construction Meeting	<b>December 2024</b>
Begin Construction	<b>January 2025</b>

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

## EXHIBIT B

### BASIC ENGINEERING SERVICES FOR NRH MAIN STREET / SMITHFIELD TOD GRANT PROJECT SMITHFIELD

The scope of work for BASIC Engineering Services involves Conceptual, Preliminary and Final Design, Project Plans, Specifications and Estimates for the Main Street Smithfield project.

#### I. PROJECT MANAGEMENT

##### 1.1 Project Meetings

Westwood anticipates up to 3 project meetings at major milestones at 30%, 60%, and 90% submittals.

##### 1.2 Project Team Management

Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Communicate externally with city, sub-consultants, developers, TxDOT, and any other agencies
- Allocate team resources

Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY 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 at the end of each study/design phase.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs.
- Meet with City engineering staff and 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.

### 1.3 Right-Of-Entry Letters

Westwood will prepare and deliver up to 20 Right-Of-Entry letters to facilitate project logistics and notify stakeholders of the project. In addition, letters can be used to determine stakeholder contact information for future coordination. Westwood will prepare a matrix of response and send information to city upon receipt.

## II. CONCEPTUAL DESIGN PHASE (30% DESIGN)

### 2.1 Schematic Design Exhibit (30%)

Westwood will prepare a Schematic Design Exhibit (roll plot at 40 scale) to showcase proposed paving and drainage improvements, and project limits described in the introduction of this scope. This submittal will represent a level of completeness, as related to the 100% Construction Documents of roughly 30%. The schematic design exhibit will contain the following:

- Overall Paving Plan and Profile.
- Typical Sections.
- Sidewalk Locations.
- Drainage Improvements.
- Preparation of preliminary corridor model
- Existing utility location and proposed improvements (water & sanitary designed by others).
- Existing ROW and Easements.

### 2.2 Schematic Landscape Design

Westwood will prepare landscape design that meets code minimum requirements for TOD. This will be shown as part of the design schematic indicating placement of tree wells and landscape plantings. In accordance with city requirements, various options will be provided for city selection.

### 2.3 Quantities and Opinion of Probable Cost

Westwood will prepare and submit to the city a quantity takeoff and opinion of probable construction cost estimate for the Main Street improvements. City provided unit costs (if available) will be used for this estimate.

#### Assumptions:

- In-Person Review meeting with city staff following 30% submittal.

- Address up to one (1) round of comments from the City.

Deliverables:

- Schematic Design Exhibit (pdf and 2 hard copies)
- OPCC (pdf and 1 hard copy)

### III. PRELIMINARY DESIGN PLANS (60% DESIGN)

#### 3.1 Preliminary Design Plans

Upon approval of the Schematic Design, Westwood will prepare preliminary design plans in accordance with the City's Engineering Standards. This submittal package will represent a level of completeness, as related to the 100% of roughly 60%. The plan set will be prepared as follows:

##### 3.1.1 Roadway

- Prepare Cover Sheet/Index, Quantity Summary and General Notes Sheet.
- Project Control Sheet, showing all control points, used or set while gathering data.
- Updated existing and proposed typical sections.
- Prepare Removal Plan Sheets.
- Preliminary plan and profile sheets depicting existing and proposed horizontal roadway/sidewalks, existing ROW, existing and proposed sidewalks, curb ramps, existing and proposed driveways, proposed lane dimensions and lane arrows, storm inlets, City owned and franchise utilities. Proposed roadway profile labeling vertical curves station and elevation data of all vertical profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearance where required.
- Prepare cross sections at fifty-foot intervals and driveways along the project limits.
- Prepare preliminary striping and pavement marking layout in accordance with City design standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Prepare grading plans as needed to showcase detailed grading at intersections, sidewalks, parkways, and drainage improvements. Grading details will showcase contours at 0.2-ft intervals to ensure
- Compile City, NCTCOG and TxDOT paving details.

### 3.1.2 Drainage

- Prepare Drainage Area Map based off compiled hydrological and hydraulic data.
- Analyze the existing drainage system on Main Street with project limits to determine modifications needed to accommodate the proposed storm drain improvements.
- Analyze the proposed drainage improvements required to accommodate the roadway improvements.
- Prepare preliminary storm sewer and inlet plan with alignments and sizes.
- Prepare preliminary storm sewer profile (if required) with design notes for stationing, size, slope, flow lines, and pipe material.
- Prepare preliminary temporary erosion control plan.
- Compile applicable City, NCTCOG and TxDOT drainage details.

### 3.1.3 Construction Sequencing & Traffic Control

- Prepare traffic control and sequencing narrative.
- Prepare conceptual layout for planned construction phasing. Up to two (2) phases are assumed.
- Compile applicable standard details.

### 3.1.4 Landscape/Hardscape/Irrigation

- Prepare Landscape and Hardscape Plans in accordance with Smithfield TOD requirements. Elements typically include enhanced pedestrian paving, site furniture, mow curbs, landscape plantings, and irrigation.
- Compile applicable standard details.

## 3.2 Update Quantities and Opinion of Probable Cost

### 3.3 Preliminary Design Submittal (60%) plans will include:

- Cover Sheet/Sheet Index
- Quantity Summary Sheet
- General Notes



- Project Layout with horizontal and vertical control
- Typical Sections
- Preliminary Removal Plans
- Preliminary Paving Plan and Profiles
- Preliminary Sidewalk Layout
- Preliminary Grading Plans
- Preliminary Drainage Area Map with runoff calculations
- Preliminary Storm Sewer Plan & Profile
- Preliminary Erosion Control
- Preliminary Construction Sequencing & Traffic Control Plans
- Preliminary Signage and Pavement Marking Plans
- Preliminary Cross Sections
- Preliminary Illumination
- Preliminary Landscape
- Preliminary Irrigation
- Standard Details
- OPCC

Assumptions:

- Address up to one (1) round of comments from the City.

Deliverables:

- 60% plans (11x17) (pdf and 2 hard copies)
- 60% plans (22x34) (1 hard copy)
- Updated OPCC (pdf and 1 hard copy)

#### **IV. FINAL DESIGN PLANS (90% & 100% DESIGN)**

##### 4.1 Final Design Plans (90%)

Westwood will address review comments from the preliminary design plan submittal package and further develop final design plans. This submittal package will represent a level of completeness, as related to the 100% Construction Documents of roughly 90%. This plan set will be prepared as follows:

- Prepare the plan sheets listed in Task 3.3 for 60% submittal.
- Prepare updated OPCC
- Prepare project manual and specifications.

##### Final Design Plans (100%)

Westwood will prepare Final Construction Plans addressing review comments from the 90% Engineering Plans. This submittal package will represent final design plans and will be prepared as follows:

- Finalize the plan sheets listed in Task 4.1 for 100% submittal.
- Finalize OPCC
- Finalize project manual and specifications.

#### 4.2 Update Quantities and Opinion of Probable Cost (90% & 100%)

##### Assumptions:

- Address up to one (1) round of comments from the City.

##### Deliverables:

- 90% & 100% plans (11x17) (pdf and 2 hard copies).
- 90% & 100% plans (22x34) (1 hard copy).
- 90% & 100% OPCC (pdf and 1 hard copy).
- Project Manual and Technical specifications (pdf and 1 hard copy)

## EXHIBIT C

### SPECIAL ENGINEERING SERVICES FOR MAIN STREET / SMITHFIELD TOD GRANT PROJECT

The scope of work for SPECIAL Engineering Services involves Surveys (Design), Environmental Permitting, Geotechnical Engineering. The scope of work for the Special Engineering Services is more generally described as follows:

#### V. SURVEY AND INVESTIGATIONS

ENGINEER will perform an on the ground survey of Main Street within the existing Right-of-way under the direct supervision of a Registered Professional Land Surveyor.

##### 5.1 Topographic and Boundary Survey

- Topographic Survey: Establish survey control, location of permanent improvements on, and immediately adjacent to, the site, spot elevations on a 50-foot grid, contours on one-foot intervals. top and toe elevations, common name and trunk diameter of trees over 6-inches in caliper, location of visible utilities and appurtenances, location and sizes of underground utilities based on available record information, elevations of sanitary and storm sewer manhole flowlines and water/gas stem valves, Inverts of sanitary sewer and storm drain manholes and inlets, back-of-curb, gutter, driveways, and edge of pavements, fences, landscape areas, and mailboxes. Scope also includes surveying SUE test hole locations.
- Boundary Survey: Survey existing property corners along Main Street to establish the limits of the existing right-of-way (ROW).

Deliverables:

- Field survey points and descriptions in CAD format.

#### VI. GEOTECHNICAL ENGINEERING

Westwood intends to retain D&S Engineering Labs as a sub-consultant to perform geotechnical investigation and report. See attached proposal (**Exhibit I**) from D&S Engineering Labs dated August 3, 2023, for detailed scope of work.

Deliverables:

- Geotechnical report summarizing analyses and recommendations for reconstruction of existing roadway in accordance with the City of North Richland Hills pavement standards.

## **VII. STRUCTURAL DESIGN**

Westwood intends to retain Pierce Engineering as a sub-consultant to perform structural design for retaining wall design and any other miscellaneous structures (i.e. street light foundations) as needed. See attached proposal (**Exhibit J**) from Pierce Engineering dated August 3, 2023, for detailed scope of work.

Deliverables:

- Structural design details for wall and other miscellaneous structures as needed.

## **VIII. ELECTRICAL DESIGN**

Westwood intends to retain Baird, Hampton, & Brown as a sub-consultant to perform electrical design for illumination and electrical design. See attached proposal (**Exhibit K**) from Pierce Engineering dated August 2, 2023, for detailed scope of work.

Deliverables:

- Structural design details for wall and other miscellaneous structures as needed.

## **EXHIBIT D**

**ADDITIONAL ENGINEERING SERVICES  
FOR  
MAIN STREET / SMITHFIELD TOD GRANT PROJECT**

**IX. SUB-SURFACE UTILITY ENGINEERING (SUE)**

Westwood intends to use the Rios Group as a sub-consultant to perform Subsurface Utility investigations. See attached proposal (**Exhibit L**) from Rios Group dated August 23, 2023, for detailed scope of work. Utility Engineering (SUE) Services in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).

- Quality Level A (QL“A”) – Three dimensional (x, y, z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as “locating”, this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

Perform QL “A” SUE at potential conflict locations to determine exact location and depth of utility. This will be performed as needed with locations to be determined during the design process.

Deliverables:

- Utility Report and Data Sheets for each pothole.

**X. TXDOT CONSTRUCTION PERMIT**

**8.1 TxDOT Permit**

Westwood will prepare a set of construction plans (separate from city plans) in TxDOT format for sidewalk construction along Davis Blvd (FM 1938). This task includes preparing a set of construction plans and obtaining a TxDOT permit for construction with TxDOT Right-Of-Way. The plans will include sidewalk layout, drainage adjustments (if any), traffic control, erosion control, and retaining wall layout. TxDOT standard details and specifications will be used for all improvements shown within TxDOT Right-Of-Way.

Assumptions:

- Address up to one (1) round of TxDOT Comments.
- City will submit plans to TxDOT

Deliverables:

- TxDOT Permit Set in pdf format.

## **XI. BID AND CONSTRUCTION PHASE ASSISTANCE**

### **8.1 Bid Phase Services**

Westwood will provide Bid Phase Assistance as requested by City. These services, as normally required for a project of this type and size, will include the performance, preparation, and/or coordination of the following:

- Attend Prebid meeting.
- The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
- Evaluate and tabulate bids.
- Check references and make contractor recommendation award for construction.
- Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

### **8.2 Construction Phase Services**

Westwood will provide Construction Phase Assistance as requested by City. These services, as normally required for a project of this type and size, will include the performance, preparation, and/or coordination of the following:

- Help address any construction requests for information.
- Perform construction site visits (as requested) to observe if construction activities are following recommendations. Ten (10) site visits were budgeted in the scope of work.
- The ENGINEER will not provide resident representation on the construction site.
- The ENGINEER shall attend a final inspection of the Project with representative of the OWNER and the construction contractor.
- Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive.

## **XII. RIGHT-OF-WAY DOCUMENTS**

Westwood will prepare up to four (4) Right-Of-Way documents as necessary for acquisition purposes and will be based on found existing monumentation, monumentation described in legal documents, and the proposed boundary. Documents will consist of written metes & bound descriptions and sketch of Right-of-Way limits. Documents will be completed under direct supervision and signed by Registered Professional Land Surveyor.

Deliverables:

- Up to four (4) metes & bound descriptions and sketches as needed. One document per parcel.

## **XIII. TEXAS ACCESSIBILITY STANDARDS (TAS)**

Through a qualified Registered Accessibility Specialist (RAS) subcontractor, ENGINEER shall perform the following Texas Accessibility Standards (TAS) review and inspection:

- Perform a review of construction plans to make sure they are in conformance with the latest Texas Accessibility Standards (TAS).
- Perform a post-construction inspection of the project to make sure the constructed improvements conform to the Texas Accessibility Standards (TAS).

Deliverables:

- TAS Review and Report
- TAS Post-Construction Inspection and Report



## **EXHIBIT E**

### **SERVICES TO BE PROVIDED BY THE CITY FOR MAIN STREET / SMITHFIELD TOD GRANT PROJECT**

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

- I.** Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II.** Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III.** Provide any available As-Built plans for existing water and sanitary sewer mains, if available.
- IV.** Assist the ENGINEER, as necessary, in obtaining any required data and information from TxDOT and/or other local utility companies.
- V.** Provide standard details and specifications in digital format.
- VI.** Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, when required.
- VII.** Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.
- VIII.** Assist the ENGINEER by submitting and coordinating with TxDOT for the construction permit.

**EXHIBIT F**  
**BASIS OF COMPENSATION**  
**FOR**  
**MAIN STREET / SMITHFIELD TOD GRANT 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 shall be completed for Lump Sum fee not to exceed **\$214,800.00**.

B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein shall be as follows:

Design Surveys: Lump Sum fee not to exceed **\$26,880.00**.

Geotechnical Engineering: Lump Sum fee not to exceed **\$23,760**.

Structural Engineering: Lump Sum fee not to exceed **\$4,400.00**.

Electrical Design: Lump Sum fee not to exceed **\$33,000.00**.

C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:

Subsurface Utility Engineering: Lump Sum fee not to exceed **\$14,685.00**.

TxDOT Permit Plan Set: Lump Sum fee not to exceed **\$36,000.00**.

Bidding and Construction Phase Assistance: Hourly fee not to exceed **\$18,160.00**.

Right-of-Way Documents: Lump Sum fee of **\$2,030** per document. Total fee not to exceed **\$8,120.00**.

TDLR Permitting: Lump Sum fee not to exceed **\$3,300.00**.

The maximum fee shall be considered full compensation for all labor, materials, supplies, travel expenses, equipment, and sub-consultant fees necessary to deliver

the services described. Reimbursable expenses are included in the lump sum and hourly fees. The lump sum and hourly total fee shall not be exceeded without prior authorization from the City. A 1.1 multiplier is applied to sub-consultant fee's for management of the sub-consultant.

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.

#### IV. EXCLUSIONS

Not included in scope of work but can with additional services.

- Construction staking and as-built surveying
- Material testing during construction
- Floodplain modeling or mapping
- Floodplain Development Permit or FEMA application
- Natural gas pipeline lowering or relocations;
- Traffic impact analysis or warrant studies;
- Streetscape branding and theming
- Public Involvement including stakeholder exhibits, visioning, and stakeholder meetings
- Right-of-way acquisition services

**EXHIBIT G**  
**FORM 1295**  
**FOR**  
**MAIN STREET / SMITHFIELD TOD GRANT PROJECT**

[Form 1295 is submitted as the following page]

**EXHIBIT H**

**2023 HOURLY RANGE OF RATE SCHEDULE  
FOR  
MAIN STREET / SMITHFIELD TOD GRANT PROJECT**

[Rate Schedule is submitted as the following page]

**EXHIBIT I**

**GEOTECHINICAL ENGINEERING SCOPE OF WORK  
FOR  
MAIN STREET / SMITHFIELD TOD GRANT PROJECT**

[Scope of Work is submitted as the following page]



**EXHIBIT J**

**STRUCTURAL DESIGN SCOPE OF WORK  
FOR  
MAIN STREET / SMITHFIELD TOD GRANT PROJECT**

[Scope of Work is submitted as the following page]

**EXHIBIT K**

**ELECTRICAL DESIGN SCOPE OF WORK  
FOR  
MAIN STREET / SMITHFIELD TOD GRANT PROJECT**

[Scope of Work is submitted as the following page]

**EXHIBIT L**

**SUBSURFACE UTILITY ENGINEERING (SUE) SCOPE OF WORK  
FOR  
MAIN STREET / SMITHFIELD TOD GRANT PROJECT**

[Scope of Work is submitted as the following page]