

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
KIMLEY-HORN AND ASSOCIATE, INC.**

I.

This Agreement is executed by and between the City of North Richland Hills, a municipal corporation located in Tarrant County, Texas, acting by and through Mark Hindman, its duly authorized City Manager (hereinafter called "CITY"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, acting by and through **REPRESENTATIVE**; its duly authorized Principal (hereinafter called "ENGINEER").

WITNESSETH, that CITY desires professional engineering services in connection with the **BEDFORD-EULESS ROAD PROJECT**

NOW, THEREFORE, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

II. PROJECT

In this Agreement, the "PROJECT" means the engineering design of the **BEDFORD-EULESS ROAD PROJECT** in accordance with the Public Works Design Manual, applicable CITY codes, regulations and standards.

III. BASIC AGREEMENT

ENGINEER is an independent contractor and undertakes and agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. It is understood and agreed that ENGINEER is not and will not by virtue of this contract be deemed to be an agent or employee of CITY and that CITY will not be entitled to direct the performance by ENGINEER's employees or subcontractors of the tasks contemplated by this contract. All engineering services shall be performed with diligence and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VIII: "Compensation" and Exhibit F: "Compensation".

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IV. SCOPE OF ENGINEER'S SERVICES

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

V. SPECIAL ENGINEERING SERVICES

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

VI. ADDITIONAL ENGINEERING SERVICES

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

VII. SCOPE OF CITY SERVICES

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

VIII. COMPENSATION

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments including without limitation reimbursable expenses, to ENGINEER by CITY for the services stated in Section IV and Section V above shall not exceed **Four Hundred two thousand dollars and 00/100 (\$402,000.00)**.
- C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.

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D. CITY and ENGINEER understand that the variables in ENGINEER's cost of performance may fluctuate. The parties agree that any fluctuation in ENGINEER's costs will in no way alter ENGINEER's obligations under this Agreement nor excuse performance or delay on ENGINEER's part.

IX. OWNERSHIP OF DOCUMENTS

All completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of CITY when the Agreement is concluded or terminated, and may be used by CITY in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

X. INDEMNITY

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

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ANY SIGNIFICANT DEVIATION IN CONSTRUCTION FROM ENGINEER’S DESIGNS, WORKING DRAWINGS, SPECIFICATIONS OR OTHER ENGINEERING DOCUMENTS.

Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subconsultants, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents. Approval by CITY shall not be deemed to be an assumption of such responsibility and liability by CITY for any error, omission, defect, deficiency or negligence in the performance of ENGINEER’s professional services or in the preparation of the evaluations, reports, surveys, designs, working drawings and specifications or other engineering documents by ENGINEER, its officers, agents, employees and subconsultants, it being the intent of the parties that approval by CITY signifies CITY’s approval of only the general design concept of the improvements to be constructed.

XI. INSURANCE

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect ENGINEER, its subcontractors, its subconsultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying that the following minimum limits of coverage are provided:

A. Worker’s Compensation Insurance:

Statutory requirements (\$ 300,000 minimum)

B. Comprehensive General Liability and Bodily Injury:

Bodily Injury \$ 500,000 per person, or
\$ 1,000,000 per occurrence; and
Property Damage \$ 100,000 each occurrence; or
Combined Single Limit \$ 1,000,000 aggregate

C. Comprehensive Automobile Liability:

Bodily Injury \$ 500,000 per person, or
\$ 1,000,000 per occurrence; and
Property Damage \$ 100,000 each occurrence; or
Combined Single Limit \$ 1,000,000 aggregate

D. Professional Liability:

Errors and Omissions \$ 1,000,000

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The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to CITY.

XII. ARBITRATION

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

XIII. TERMINATION AND SUSPENSION

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

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

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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

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facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that CITY shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article. CITY shall give subconsultant reasonable advance notice of intended audits.

XVIII. EXHIBITS

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

| | |
|-------------|-------------------------------------|
| Exhibit "A" | Project Schedule |
| Exhibit "B" | Basic Engineering Services |
| Exhibit "C" | Special Engineering Services |
| Exhibit "D" | Additional Engineering Services |
| Exhibit "E" | Services to be provided by the City |
| Exhibit "F" | Compensation |
| Exhibit "G" | Form 1295 |

XIX. MISCELLANEOUS

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.
- B. Legal Expenses. In the event legal action is brought by CITY or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this Agreement, the prevailing party in any litigation between the parties to this agreement shall be entitled to reasonable attorney fees.
- C. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be

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effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER:

Kimley-Horn and Associates, Inc.
Attn: Brian Shamburger, P.E.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102

If to CITY:

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

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

- D. Independent Contractor. ENGINEER shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the CITY and ENGINEER shall have the exclusive right to control services performed hereunder by ENGINEER, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees, and subconsultants. Nothing herewith shall be construed as creating a partnership or joint venture between CITY and ENGINEER, its officers, agents, employees and subconsultants; and the doctrine of respondent superior has no application as between CITY and ENGINEER.
- E. Venue. This Agreement shall be governed by the laws of the State of Texas, and venue in any proceeding relating to this Agreement shall be in Tarrant County, Texas.
- F. Entire Agreement. This Agreement represents the entire agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.
- G. Severability. If any provision in this Agreement shall be held illegal by a valid final judgment of a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable.
- H. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential

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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 _____, 2021.

CITY OF NORTH RICHLAND HILLS
(CITY)

KIMLEY-HORN AND ASSOCIATES,
INC.
(ENGINEER)

By: _____
Mark Hindman, City Manager

By: _____
Scott R. Arnold, Vice President

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

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EXHIBIT A
PROJECT SCHEDULE
FOR
BEDFORD EULESS ROAD PROJECT

PROJECT SCHEDULE

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

| <u>Activity</u> | <u>Due Date</u> |
|------------------------------------|--------------------------|
| Notice To Proceed from City | January 26, 2021 |
| Submit Conceptual Design | April 30, 2021 |
| Receive City Review Comments | May 14, 2021 |
| Submit Preliminary 60% Plans | August 13, 2021 |
| Receive City Review Comments | August 27, 2021 |
| Submit 95% Plans | November 5, 2021 |
| Receive Final City Review Comments | November 19, 2021 |
| Submit Final Plans for Bid | December 17, 2021 |
| Advertise for Construction Bids | January 4, 2022 |
| Open Construction Bids | February 8, 2022 |
| Begin Construction | March 14, 2022 |

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

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EXHIBIT B

BASIC ENGINEERING SERVICES FOR BEDFORD EULESS ROAD PROJECT

The scope of services involves preparing conceptual, preliminary and final design plans, specifications, and estimates for the reconstruction of Bedford Euleless Road from Booth Calloway Drive to just east (approximately fifty (50) feet) of Strummer Drive. Bedford Euleless Road will be reconstructed from five (5) lanes to three (3) lanes with integral curb and sidewalk on the south side. The transition to Boulevard 26 intersection will be evaluated and will include signing and pavement marking modifications. The project also includes reconstruction of existing public water, sanitary sewer, and storm drain infrastructure in the project limits.

1. PROJECT MANAGEMENT

1.1. Manage the Team:

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

1.2. 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 and document up to four (4) project update meetings with CITY Project Manager.
- Conduct review meetings with the CITY at the end of each 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.
- Prepare project decision log with each submittal.

Assumptions:

- Project design duration assumed to be 12 months.

Deliverables:

- Meeting summaries with action items

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- Monthly invoices
- Monthly progress reports
- Baseline project schedule

2. CONCEPTUAL DESIGN

2.1. Data Collection:

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

2.2. Roadway:

- Prepare conceptual design existing and proposed typical sections for Bedford Eules Road as a 3-lane undivided section. Typical sections will include existing and proposed ROW, existing and proposed lane widths and direction arrows, existing and proposed curbs, pavement, and sidewalks.
- Prepare conceptual plan layout of Bedford Eules Road 3-lane roadway section. The limits of new pavement will be from the end of the concrete at Booth Calloway Drive to approximately 50 feet east of Strummer Drive. Conceptual exhibit to include the following:
 - Existing and proposed horizontal roadway, existing ROW, existing and proposed sidewalks and driveways, proposed lane dimensions and lane arrows, existing drainage structures, CITY owned and franchise utilities.
 - Transition pavement markings and signage for the westbound approach to the Boulevard 26 intersection. Transition will be based upon Special Engineering Services Task 1. Re-striping of the intersection of Boulevard 26 and Bedford Eules is not included in this task.
 - Transition pavement markings and signage to connect to the existing concrete east of Strummer Drive. Re-striping of the NE Loop 820 On-Ramp intersection east of Strummer Drive is not included in this task.
 - Replace sidewalk with a wide trail from Nevada Trail to Strummer Drive.
 - Midblock crosswalk location per Special Services Task 3 in Exhibit C.

2.3. Drainage and Utilities

- Research and draw all known public and private utilities onto a topographical or planimetric drawing.
- Prepare conceptual plan layout of proposed water and sanitary sewer.

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- Delineate existing drainage area boundaries and prepare existing drainage area map.
- Place inlets per CITY design criteria.
- Prepare conceptual plan layout of proposed storm drain (analysis to be completed at Preliminary Design).

2.4. Opinion of Probable Construction Cost (OPCC)

- Prepare conceptual level OPCC, in accordance with AACE standards, for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. OPCC provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its OPCC.

Assumptions:

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

Deliverables:

- Conceptual design exhibits (.pdf and 2 hard copies)
- Drainage area map (.pdf and 2 hard copies)
- OPCC (.pdf and 2 hard copies)
- Project decision log (.pdf and 2 hard copies)

3. PRELIMINARY DESIGN

3.1. Roadway

- Prepare preliminary plans based on the approved conceptual plans.
- Prepare Cover Sheet, Index, and General Notes.
- Project Control Sheet, showing all Control Points, used or set while gathering data.
- Updated existing and proposed typical sections.
- Removal plan sheets.
- Roadway profile and design cross sections. Profile will be based upon top of curb.
- Prepare roadway plan and profile sheets depicting existing and proposed horizontal roadway, existing ROW, existing and proposed sidewalks, curb ramps, existing and proposed driveways, proposed lane dimensions and lane arrows, storm drain, CITY owned and franchise utilities. Proposed

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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 clearances where required.

- Prepare driveway and side street plan and profile sheets. Evaluate opportunity for raised crosswalks/intersection tables along side streets.
- Prepare cross sections at fifty-foot intervals and driveways along the project limits.
- Compile applicable CITY and TxDOT paving details.

3.2. Drainage

- Compile the hydrological and hydraulic data.
- Prepare existing and proposed drainage area maps.
- Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows.
- Analyze the existing drainage system south of Bedford Eules Road to determine modifications needed to accommodate the proposed storm drain improvements. It is assumed that proposed storm system will connect to the existing 66" storm system south of Bedford Eules Road, approximately 100 feet east of Nevada Trail.
- Analyze the proposed drainage improvements required to accommodate the roadway modifications.
- Prepare a preliminary storm sewer and inlet plan with alignments and sizes.
- Prepare preliminary storm sewer profiles with design notes for stationing, size, slope, flow lines, and pipe material.
- Temporary erosion control.
- Compile applicable CITY and TxDOT details.

3.3. Water

- Refine the plan alignment based on comments from the CITY.
- Prepare water line profile.
- Place fire hydrants, valves and service lines per CITY standards.
- Prepare plan and profile sheets.
- Compile applicable CITY details.

3.4. Sanitary Sewer

- Refine the plan alignment based on comments from CITY.
- Prepare sanitary sewer profile.
- Place service lines and manholes per CITY standards.
- Prepare plan and profile sheets.
- Compile applicable CITY details.

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- 3.5. Pavement Markings and Signage
- Prepare pavement marking and signage plans from Boulevard 26 to Strummer Drive.
 - Prepare midblock crossing pavement markings and signage identified in Special Engineering Services Task 3 in Exhibit C.
 - At Boulevard 26, pavement marking and signing plans will only be prepared for the westbound approach.
 - Compile applicable CITY and TxDOT paving details.
- 3.6. Illumination
- Prepare street lighting foundation and conduit layouts in accordance with Oncor specifications (Oncor to furnish and install lighting poles, fixtures and conductors). Foundation and conduit layout to be shown on paving plans.
 - Coordinate with Oncor.
- 3.7. Traffic Control
- Prepare traffic control and sequencing narrative.
 - Prepare cross sections for construction traffic control phasing.
 - Prepare conceptual layout for the planned construction phasing. Up to two (2) phases are assumed for the interior corridor. Up to three (3) phases are assumed for the transition at each intersection.
 - Compile applicable TxDOT standard details.
- 3.8. Compile and prepare an updated OPCC for Tasks 3.1-3.7.
- 3.9. Prepare project decision log documenting key design decisions.
- 3.10. Constructability Review
- Prior to the 60 percent review meeting with the CITY, the ENGINEER will schedule and attend a project site visit with the CITY Project Manager and construction personnel to walk the project. The ENGINEER will summarize the CITY's comments.
- 3.11. The preliminary design submittal plans will be half size – 11"x17" and will consist of:
- Cover sheet
 - Index sheet
 - General notes sheets
 - Project control sheet

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- Typical sections sheets
- Preliminary removal sheets
- Preliminary roadway plan and profile sheets (7)
- Preliminary cross sections (4)
- Preliminary drainage area map and runoff calculations
- Inlet and preliminary storm calcs (1)
- Preliminary storm drain plan and profile sheets (6)
- Preliminary erosion control sheets (2)
- Preliminary water line plan and profile sheets (6)
- Preliminary sanitary sewer plan and profile sheets (6)
- Preliminary pavement marking and signage sheets (3)
- Preliminary traffic control sheets (5)
- OPCC

Assumptions:

- Address up to one (1) round of comments

Deliverables:

- 60% plans (11x17) (.pdf and 2 hard copies)
- 60% OPCC (.pdf and 2 hard copies)
- 60% project decision log (.pdf and 2 hard copies)

4. FINAL DESIGN

4.1. Final Plans and contract documents (90%)

- Finalize the plan sheets listed in Task 3.11 for 90% submittal.
- Prepare the following sheets, addition to the plan sheets listed in Task 3.11:
 - Traffic Control Phase 1 Sheets (4)
 - Traffic Control Phase 2 Sheets (4)
 - Traffic Control Phase 3 Sheets (Intersections) (2)
- Prepare project manual and specifications.
- Prepare updated OPCC.
- Submit 90% plans, project manual and OPCC.

3.2 Final Plans and contract documents (100%)

- Address CITY 90% Comments.
- Finalize the plans, project manual, and specifications.

Assumptions:

- Address up to one (1) round of comments

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Deliverables:

- 90% plans (11x17) (.pdf and 2 hard copies)
- 90% project manual (.pdf and 2 hard copies)
- 90% OPCC (.pdf and 2 hard copies)
- 90% project decision log (.pdf and 2 hard copies)
- 100% plans (11x17) (.pdf and 2 hard copies)
- 100% project manual (.pdf and 2 hard copies)
- 100% OPCC (.pdf and 2 hard copies)
- 100% project decision log (.pdf and 2 hard copies)

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EXHIBIT C

SPECIAL ENGINEERING SERVICES FOR BEDFORD EULESS ROAD PROJECT

The scope of work for SPECIAL Engineering Services involves Traffic Study, , Crosswalk Evaluation, , Surveys (Design), and Geotechnical Engineering. The scope of work for the Special Engineering Services is more generally described as follows:

1. TRAFFIC STUDY

1.1. Data Collection

- Conduct weekday peak hour AM (7:00 AM – 9:00 AM) and PM (4:00 – 6:00 PM) turning movement counts at the Bedford Eules Road and Boulevard 26/Davis Boulevard intersection.
- Prepare an exhibit illustrating the existing traffic counts.
- Gather existing traffic signal timing information from TxDOT.

1.2. Conduct field observations within the study area during the AM and PM peak periods. For each study intersection, the ENGINEER will verify the number of lanes on each approach and the required or permitted usage of each lane.

1.3. Intersection Evaluation at Boulevard 26/Davis Boulevard

Analyze the traffic count data collected in Task 1.1 and identify improvements for the intersection of Bedford Eules Road and Boulevard 26/Davis Boulevard.

1.4. Prepare a technical memorandum outlining the traffic analysis results and recommended intersection improvements for each intersection.

Assumptions:

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

Deliverables:

- Traffic study technical memorandum (.pdf and 2 hard copies)

2. MIDBLOCK CROSSING EVALUATION

2.1. Perform site visit.

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2.2. Utilize conceptual design (Basic Engineering Services Task 3) and Access Management Plan (Special Engineering Services Task 2) to make recommendations for protentional midblock crossing locations.

2.3. Prepare a technical memorandum and exhibit illustrating the recommendations for CITY review.

Assumptions:

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

Deliverables:

- Technical memorandum (.pdf and 2 hard copies)

3. FIELD SURVEY

3.1. ENGINEER will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor.

- Survey limits to be along Bedford Eules Road (north right of way to 20 feet south of southern right of way) from Boulevard 26 to 100 feet east of Strummer Drive.
- The survey will consist of: the location of the right-of-way lines and adjoining property lines with existing easements readily available in the public record (this does not include an abstract of title);elevations; contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, franchised utility facility appurtenances, trees, shrubs, and benchmarks established with the survey.

4. GEOTECHNICAL ENGINEERING

4.1. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine and characterize subsurface conditions and make recommendations regarding subgrade preparation, pavement design guidelines, backfill, embedment, compaction and conditions related to groundwater control.

The geotechnical analysis will consist of the following:

- Subsurface exploration including seven (7) borings to a depth of 10 feet.
- Laboratory tests for classification purposes and strength characteristics.
- Engineering services that address soil and groundwater conditions as well as recommendations for paving, bedding and earthwork.

4.2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and

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recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

Deliverables:

- Geotechnical report hard copy

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EXHIBIT D

ADDITIONAL ENGINEERING SERVICES FOR BEDFORD EULESS ROAD PROJECT

The scope of work for ADDITIONAL Engineering Services involves Permitting, Subsurface Utility Engineering, Bid and Construction Phase Services. The scope of work for the ADDITIONAL Engineering Services is generally described as follows:

1. PERMITTING

1.1. Franchise Utility Coordination

- Identify franchise utility contacts.
- Send the conceptual plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.
- Send one set of plans for each submittal (90% and 100%) to each franchise utility for their review.
- Attend up to two (2) coordination meetings with franchise utility companies to coordinate design.

Assumptions:

- The budgeted fee for this task is based upon 25 hours of labor. If additional effort is required beyond 25 hours, it will be considered an Additional Service.

1.2. TxDOT Coordination

- Attend up to two (2) meetings with TxDOT as needed throughout design.
- Submit plans to TxDOT for review at 90% Submittal.
- Address TxDOT Comments.

Assumptions:

- The budgeted fee for this task is based upon 25 hours of labor. If additional effort is required beyond 25 hours, it will be considered an Additional Service.

1.3. Texas Department of Licensing and Regulation (TDLR) Permitting

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.

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- Submit construction documents to a TDLR licensed Registered Accessibility Specialist (RAS) for review. This only applies if the project pedestrian elements (sidewalk, curb ramps, and push buttons) cost exceed \$50,000.
- Completing all TDLR forms/applications necessary.
- The ENGINEER will request a final inspection from a TDLR licensed RAS no later than 30 calendar days after construction substantial completion. Final inspections will be conducted on all projects with pedestrian elements, regardless of the cost of the items. The ENGINEER will obtain the final inspection report from the RAS and submit to the CITY.
- Responding to agency comments and requests.
- Attend one (1) TDLR inspection post construction.

Assumptions:

- ENGINEER will pay TDLR project registration, plan review, and final inspection costs.

2. SUBSURFACE UTILITY ENGINEERING

2.1. Quality Level B Designation

- Quality Level B. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references.
- The limits of Level B SUE will be based upon Task 2.2. Level B SUE will be performed to locate the utility to obtain the Level A test hole.

2.2. Quality Level A Test Hole Services

- Quality Level A. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and provides the type, size, condition, material and other characteristics of underground features
- The Consultant will obtain up to 4 test holes within the limits of the topographic survey area. Test hole information will be provided in the construction drawings in a table format. Any additional test holes needed will be considered additional services.

Assumptions:

- Up to four (4) Level A test holes are included.

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- Level B SUE will be performed to locate the utility to obtain the Level A test hole.

3. BIDDING PHASE ASSISTANCE

3.1. Bidding Phase Services

- Attend pre-bid meeting, if required.
- Responses to questions submitted by plans holders.
- Attend bid opening facilitated by CITY.
- Preparation of bid tabulation.
- Preparation of recommendation of award letter.

Assumptions:

- The project will be bid only once and awarded to one contractor.

Deliverables:

- Bid Tabulation
- Award Letter

4. CONSTRUCTION PHASE ASSISTANCE

4.1. Construction Phase Services

- Attend a pre-construction conference prior to construction.
- Help address any construction requests for information (RFI).
- Visit the construction site up to three (3) times during construction to perform construction observation.
- Attend final walkthrough with Contractor and CITY to determine if the completed work of Contractor is generally in accordance with the Contract Documents.

4.2. Record Drawings

- Obtain and review comments and field changes on the construction plans from CITY and Contractor.
- Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - (1) hardcopy full-size (22"x34")
 - PDF electronic copy

Assumptions:

- Three (3) site visits are assumed.

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- Four (4) RFI's are assumed.
- The budgeted fee for Task 4.1 is based upon 30 hours of labor. Additional services beyond the hours budgeted will be an additional service outside the scope of this contract.

Deliverables:

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

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EXHIBIT E

SERVICES TO BE PROVIDED BY THE CITY FOR BEDFORD EULESS ROAD PROJECT

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

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

SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES

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

- Right-of-way or easement documents.
- Landscape and irrigation design.
- Environmental permitting.
- Design of any offsite drainage improvements beyond the improvements identified in the scope.

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- Design of retaining walls or specialized inlets.
- Preparation for and attendance at public meetings.
- Traffic signal design
- Intersection design
- Access Management Plan
- Bid Phase Services beyond scope listed above.
- Construction Phase Services beyond scope listed above.
- Redesign to reflect project scope changes requested by the CITY, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.

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EXHIBIT F
COMPENSATION
FOR
BEDFORD EULESS ROAD PROJECT

I. COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for the Design and Construction Phases of the work and additionally for Special Engineering Services and/or Additional Engineering Services that are in addition to the Basic Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

A. Compensation for the Basic Engineering Services shall be completed for a lump sum not to exceed fee of **\$316,600.00**.

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

Traffic Study: Lump Sum Fee of **\$10,000.00**

Midblock Crossing Evaluation: Lump Sum Fee of **\$3,400.00**

Design Surveys: Lump Sum Fee of **\$21,000.00**

Geotechnical Engineering: Maximum not-to-exceed Fee of **\$12,000.00**

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

Permitting: Maximum not-to-exceed Fee of **\$12,300.00**

Subsurface Utility Engineering: Maximum not-to-exceed Fee of **\$8,200.00**

Bidding Phase Assistance: Maximum not-to-exceed Fee of **\$5,000.00**

Construction Phase Assistance: Maximum not-to-exceed Fee of **\$13,500.00**

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For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of **1.1**.

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

II. AUDIT AND SCOPE CHANGE

Cost budgets are set forth above and are subject to the audit provisions of this Agreement, Section XVII: "Right to Audit". It is also understood that the cost budgets are based upon ENGINEER's best estimate of work and level of effort required for the proposed scope of services. As the PROJECT progresses, it is possible that the level of effort and/or scope may differ up or down from that assumed. If there are no scope changes, the ENGINEER shall receive the full amount of lump sum and unit price fees, regardless of the cost. If at any time it appears that the cost budget may be exceeded, the ENGINEER shall notify the CITY as soon as possible in writing.

If there is a scope change, the ENGINEER shall notify the CITY as soon as possible in writing and shall include a revised scope of services, estimated cost, revised fee schedule, and a revised time of completion. Upon negotiation and agreement via a signed amendment by both parties, the cost budget, fee schedule, and total budget will be adjusted accordingly.

CITY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the cost budget. The ENGINEER shall not be obligated to perform on any change in scope of work or otherwise incur costs unless and until the CITY has notified the ENGINEER in writing that the total budget for Engineering Services has been increased and shall have specified in such notice a revised total budget which shall thereupon constitute a total budget for Engineering Services for performance under this Agreement.

A detailed scope of work, total budget, and schedule will be prepared by the ENGINEER and executed by the CITY if the ENGINEER is authorized to perform any Additional Engineering Service(s).

III. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

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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.

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EXHIBIT G
FORM 1295
FOR
BEDFORD EULESS ROAD PROJECT

[Form 1295 is submitted as the following page]

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-706061

Date Filed:
01/13/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kimley-Horn and Associates, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of North Richland Hills, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bedford Euless Road Project
Roadway, Storm Drain, Water and Sewer Reconstruction Design

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | McEntee, David L | Dallas, TX United States | X | |
| | Lefton, Steve | Dallas, TX United States | X | |
| | Cook, Richard N | Dallas, TX United States | X | |
| | Atz, John | Dallas, TX United States | X | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sarah Meza, and my date of birth is 05/14/1981.

My address is 13455 Noel Road, Suite 700, Dallas, TX, 75240, US.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 13th day of January, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)