AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
BAIRD, HAMPTON & BROWN, 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 **BAIRD, HAMPTON & BROWN, INC.**, a Texas corporation, acting by and through **John Austin Baird, PE**; its duly authorized Principal (hereinafter called "ENGINEER").

WITNESSETH, that CITY desires professional engineering services in connection with the **STREAM LB-1 BANK RESTORATION PROJECT (DR2301)**.

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 **STREAM LB-1 BANK RESTORATION PROJECT (DR2301)** 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 services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer in the Dallas/Fort Worth Metroplex area. Such services shall be of 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 **PROJECT COST ($111,577.00)**.

C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.

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

IX. OWNERSHIP OF DOCUMENTS

Following completion of ENGINEER'S professional services and receipt of payment for said services, 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, the entire list above is hereinafter referred to as "drawings", shall become the property of CITY and may be used by CITY for any lawful purpose; 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 HEREBY COVENANTS AND CONTRACTS TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, CAUSED BY OR RESULTING FROM ENGINEER'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. ENGINEER SHALL NOT BE OBLIGATED TO INDEMNIFY OR DEFEND CITY, ITS OFFICERS, EMPLOYEES OR AGENTS IN ANY MANNER FOR THE NEGLIGENCE OF CITY, ITS OFFICERS, EMPLOYEES OR AGENTS OR OTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

THE INDEMNIFIED ITEMS MAY INCLUDE, BUT IS NOT LIMITED TO, PERSONAL INJURY AND DEATH CLAIMS, AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE REIMBURSEMENT OF CITY'S REASONABLE ATTORNEY'S FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE REASONABLE EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY AN INDEMNIFIED PARTY OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY PROVISION.

ENGINEER'S OGLIGATIONS UNDER THIS PROVISION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINTED BY ENGINEER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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 ENGINEER'S 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. However, ENGINEER shall be entitled to rely on the accuracy and completion of applicable data and information provided to ENGINEER by the CITY.

XI. INSURANCE

For the duration of this Agreement, ENGINEER shall maintain the following minimum insurance which shall protect ENGINEER, its subcontractors, its sub-consultants 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.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory Requirements
Employer's Liability	$500,000 injury - each accident
	$500,000 disease - each employee
	$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if ENGINEER has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than $1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

ENGINEER shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the ENGINEER'S profession, with a limit no less than $1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

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

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

ENGINEER shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

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 the effective date of such termination, which payment shall be based upon the payroll cost of employees engaged on the work by ENGINEER up to the effective date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section VIII: "Compensation" hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work completed.

XIV. SUCCESSORS AND ASSIGNS

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

XV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

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

XVI. SUBCONTRACTS

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

XVII. RIGHT TO AUDIT

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

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

XVIII. EXHIBITS

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

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

XIX. MISCELLANEOUS

A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.

B. Legal Expenses. In the event legal action is brought by CITY or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this Agreement, the prevailing party in any litigation between the parties to this agreement shall be entitled to reasonable attorney fees. Notwithstanding the foregoing, any award of attorney's fees to be paid by CITY shall be subject to the limitations set forth in Texas Local Government Code §271.153(3) as awarded by a court of competent jurisdiction.

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:

Baird, Hampton & Brown, Inc.
Attn: John Austin Baird, PE
3801 William D. Tate Blvd, Ste 500
Grapevine, Texas 76051

If to CITY:
City of North Richland Hills
Attn: Caroline Waggoner, P.E., CFM
Director of Public Works
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, however, it being understood and agreed that the invalidation or unenforceability of all or a portion of this Agreement shall not render the entirety of the Agreement void and unenforceable, it being the intent of the Parties to create a legally enforceable and valid agreement.

H. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of known 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.

[Signature Page Follows]

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2023.

CITY OF NORTH RICHLAND HILLS
(CITY)

By: _____
Mark Hindman, City Manager

Date: _____

ATTEST:

_____
Alicia Richardson, City Secretary/Chief Governance Officer

BAIRD, HAMPTON & BROWN, INC.
(ENGINEER)

By: _____
John Austin Baird, P.E., Principal

Date: _____

ATTEST:

_____
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
STREAM LB-1 BANK RESTORATION PROJECT (DR2301)

PROJECT SCHEDULE

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

Activity	Due Date
Notice to Proceed from City	**January 30th, 2023**
Submit Conceptual Design	**March 23rd, 2023**
Receive City Review Comments	**April 6th, 2023**
Submit Preliminary 60% Plans	**June 1st, 2023**
Receive City Review Comments	**June 15th, 2023**
Submit 90% Plans	**July 14th, 2023**
Receive Final City Review Comments	**July 28th, 2023**
Submit Final Plans for Bid	**August 11th, 2023**
Advertise for Construction Bids	**October 4th, 2023**
Open Construction Bids	**October 18th, 2023**
Begin Construction	**December 4th, 2023**

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

EXHIBIT B

BASIC ENGINEERING SERVICES
FOR

STREAM LB-1 BANK RESTORATION PROJECT (DR2301)

TASK 1. DESIGN MANAGEMENT.

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Attend a pre-design project kickoff/chartering 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 project update meetings with CITY Project Manager.
- Conduct review meetings with the CITY at the end of each design phase.
- Prepare invoices, in accordance with Attachment B to this Standard Agreement and submit monthly in the format requested by the CITY.
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates with a schedule narrative, as requested.
- 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. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the ENGINEER or any of its sub-consultants shall carry readily visible information identifying the name of the company and the company representative.

ASSUMPTIONS

- The overall project design and construction timeline is anticipated to extend over a period of no more than twenty-four (24) months.
- Per the estimated project timeline, no more than twenty-four (24) monthly project updates, schedule updates and progress reports

DELIVERABLES

A. Meeting summaries with action items

B. Monthly invoices

C. Progress reports

D. Baseline design schedule

E. Schedule updates with schedule narrative describing any current or anticipated schedule changes

TASK 2. CONCEPTUAL DESIGN (30 PERCENT).

The Conceptual Design shall be submitted to CITY per the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept. ENGINEER will utilize concepts and criteria contained in the current CITY Design Manual for conceptual planning and design.

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

2.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including; utilities, agencies (such as TxDOT and railroads), CITY Master Plans, CITY drainage complaint files, existing applicable drainage studies, FEMA floodplain and floodway maps, existing models of project area (if any) and property ownership as available from the Tax Assessor's office.

2.2 Hydraulic (HEC-RAS) Modeling

- ENGINEER will utilize the hydrology from the existing effective models collected from both FEMA and the city as the basis of design and analysis. Furthermore, revised hydrology is not included in this scope of work.
- Engineer will update the effective hydraulic (HEC-RAS) model with the field survey collected data to develop an existing conditions pre-project model.
- Engineer will develop proposed conditions hydraulic (HEC-RAS) model identifying proposed solutions to address the erosive conditions that are currently being seen within the channel. As well as to ensure that the proposed conditions do not create adverse impacts to the stream system and property owners nearby.

2.3 The Conceptual Design Package shall include the following:

- Written summary of alternative design concepts considered, strengths and weaknesses of each, and the rationale for selecting the recommended design concept.
- Cover sheet
- Hydraulic computations with supporting HEC-RAS models of the pre-project and conceptual proposed conditions in standard tabular format.
- Horizontal alignment (excluding profiles) of proposed storm water improvements, including existing lot layout, streets, street right-of-way, proposed easements, and existing utilities gathered during the topographic and right-of-way surveys within the project limits.
- Documentation of key design decisions (Project Decision Log).
- Estimates of probable construction cost.

ASSUMPTIONS

- All storm water calculations and design shall conform to the current CITY design standards.
- 3 copies of the conceptual design package will be delivered. Drawings will be half size (11" x 17").
- ENGINEER shall not proceed with Preliminary Design activities without written approval by the CITY of the Conceptual Design Package.

DELIVERABLES

A. Hydraulic Models

B. Conceptual Design Package.

TASK 3. PRELIMINARY DESIGN (60 PERCENT).

Preliminary plans shall be submitted to CITY per the approved Project Schedule.

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

3.1. Development of Preliminary Design Drawings shall include the following:

- Cover Sheet
- Drainage area maps showing proposed improvements with drainage calculations and hydraulic computations in accordance with the the current *iSWM Criteria Manual for Site Development and Construction*.
- Further develop the proposed conditions hydraulic (HEC-RAS) model, with the proposed/final stream stabilization and restoration design configuration.
- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally on a scale of not less than 1:400. The following information shall be indicated for each Control Point: Identified (existing City Monument #8901, PK Nail,

5/8” Iron Rod); X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location (i.e. set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).

- Overall project easement layout sheet(s).
- No less than two bench marks per plan/profile sheet.
- Plan and profile drawings of proposed storm water improvements, including existing lot layout with property ownership, streets, curb lines, driveways, medians (if applicable), sidewalks, existing water and sanitary sewer mains, existing utilities gathered during the design survey and existing easements within the project limits.
- Channel plan and profile drawings shall include existing channel centerline, existing left and right top of channel bank, proposed top of channel backs, and 100 year water surface profile.
- Preliminary channel cross-sections will be developed, from the survey notes, at intervals not-to-exceed 50 foot along the project length and will extend at least 10 foot past the right of way line and or easement limits on both sides of the channel. Additional cross-sections at important features including retaining walls, etc., will also be provided. Profiles of proposed retaining walls will also be provided where necessary. Scale will be 1” = 20’ horizontal and 1” = 2’ vertical. Excavation and embankment volumes and end area computations shall also be provided.
- The ENGINEER will prepare standard and special detail sheets that are not already included in the City’s standard details

3.3 Constructability Review

- Prior to the 60 percent review meeting with the CITY, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager and Construction personnel to walk the project. The ENGINEER shall summarize the CITY’s comments from the field visit and submit this information to the CITY in writing.

3.4 Public Meeting

- After the preliminary plans have been reviewed and approved by the CITY, the ENGINEER shall prepare project exhibits, and attend public meeting to help explain the proposed project to residents. The CITY shall select a suitable location and mail the invitation letters to the affected customers. The ENGINEER shall coordinate with CITY GIS staff to identify affected property owners/residents and develop a spreadsheet listing addresses of those to invite to the public meeting.

3.5 Utility Clearance

- The ENGINEER will consult with the CITY’s Public Works Department, and other CITY departments, public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and

ASSUMPTIONS

- All storm water calculations and design shall conform to the current CITY design Criteria Manual.
- A final hydraulic model shall be included with the Preliminary Plans, documenting the final design configuration.
- A FEMA submittal, for a LOMR or other approval, is not anticipated or included within this scope of work.
- 1 printed and 1 electronic copy of the geotechnical report will be delivered to the CITY.
- 1 full size set of plans will be delivered for Utility Clearance.
- 1 full size set of plans will be delivered for Constructability Review.
- 3 half size printed sets of plans will be delivered for Preliminary Design.
- PDF files created from design CAD drawings will be submitted to the city.
- All submitted documents and checklists will also be uploaded to the City.
- ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

DELIVERABLES

A. Preliminary Design drawings

B. HEC-RAS Model

C. Utility Clearance drawings

D. Documentation of key design decisions (Project Decision Log)

E. Estimates of probable construction cost

F. Public Meeting exhibits

TASK 4. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

- Final draft construction plans and specifications shall be submitted to CITY per the approved Project Schedule.
- The ENGINEER shall submit a final design estimate of probable construction cost with the final design plans submitted.
- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.

ASSUMPTIONS

- All storm water calculations and design shall conform to the current CITY design Criteria.
- 3 half size sets and 1 full size set of drawings and 2 specifications will be delivered for the 90% design.
- A PDF file for the 90% Design will be created from design CAD drawings and will be uploaded to the city.
- 3 half size sets and 1 full size set of drawings and 2 specifications will be delivered for the 100% design.
- A PDF file for the 100% Design will be created from design CAD drawings and will be uploaded to the city.

DELIVERABLES

A. 90% construction plans specifications.

B. 100% construction plans and specifications.

C. Documentation of key design decisions (Project Decision Log).

D. Detailed estimates of probable construction cost for the authorized construction project, including summaries of bid items and quantities using the CITY's standard format.

E. Original cover mylar for the signatures of authorized CITY officials.

EXHIBIT C

SPECIAL ENGINEERING SERVICES
FOR
STREAM LB-1 BANK RESTORATION PROJECT (DR2301)

The scope of work for SPECIAL Engineering Services involves Topographic Survey (Design).

The scope of work for the Special Engineering Services is more generally described as follows:

TASK 7. ROW/EASEMENT SERVICES.

ENGINEER will support and perform activities related to ROW and easements as outlined below, per scoping direction and guidance from the CITY's Project Manager.

7.1. Right-of-Way Research

- The ENGINEER shall determine rights-of-way and easements needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.
- Based upon preliminary research it appears that the existing Right-of-Way is inconsistent and typically narrower than the current master thoroughfare plan recommendation of width for the roadway classification and reconstruction needs. And as such it appears that a significant number of dedications and easements maybe required.

7.2 Right-of-Way/Easement Preparation and Submittal.

- The Engineer shall prepare a Right-of-Way strip map of the project limits identifying the existing right-of-way with ownership information and proposed right-of-way and easement requirements of the project.
- The ENGINEER shall prepare Metes and Bounds with corresponding exhibits to be used by City staff to obtain right-of-way and permanent easements and/or temporary construction easements required to construct the improvements.
- The metes and bounds with corresponding exhibits shall be provided in conformance with the checklists and templates.

ASSUMPTIONS

- Right-of-Way research includes review of property/right-of-way records based on current internet based Tarrant Appraisal District (TAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). Also included in this task is plat, right-of-way dedications and easement research that can be readily found based through current property filings with the City and Tarrant County. Please note that this effort does not include comprehensive chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

DELIVERABLES

A. Right-of-Way Strip Map

B. 2 Right-of-Way/Easement Documents for right-of-way, permanent easement and or temporary construction easement acquisition

TASK 8. SURVEY.

ENGINEER will provide survey support as follows.

8.1 Topographic Design Survey

- ENGINEER will perform field surveys, to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines.
- The minimum survey information to be provided on the plans shall include the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
  - The following information about each Control Point;
    a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
    b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
    c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
  - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
  - Manhole and inlet rims, flow lines and sketches for all sanitary sewer and storm drain structures in the same coordinate system, as the Control.
  - No less than two horizontal benchmarks, per line or location.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities, including streetlights, markings and signs, to paving when appropriate.

8.2. Property Owner Survey Notice Letter

- Prior to beginning the survey efforts for the project, the ENGINEER shall prepare property notification maps and letters with owner contact information based on current appraisal district data identifying all impacted landowners for city review and approval prior to mailing. Notifications shall be mailed 10 working days prior to beginning field surveying efforts.
- The documentation shall be provided in conformance with the City's criteria for property owner's notification.

8.3 Geotechnical Investigation / Recommendations

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made. In addition to the above investigations, borings and appropriate field and laboratory analysis will be made at reasonable intervals along the project alignment for the Contractor's use in determining soil conditions for preparing bids and a Trench Safety Plan.

- 1 borings will be completed to depths of about 30 feet below grade at the new pavement locations. Please note that it is our intent to conducting all design phase geotechnical testing within the appropriate soil strata so that results are consistent with the final in-place conditions. However additional construction phase testing may be required to confirm final subgrade recommendation.

- Field personnel will complete the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D1587) and two-inch diameter standard split-spoon samplers (ASTM D1586), respectively. In addition, rock encountered will be evaluated by use of the Texas Department of Transportation cone penetration tests. Rock coring is not included in this scope of work. At the completion of drilling operations, bore holes will be backfilled and plugged with bentonite and plugged at the surface with concrete.

- A soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

- Laboratory testing of the recovered materials will be required to perform engineering analysis and prepare recommendations for the proposed improvements. The laboratory testing will include the following:

Test Type	Test Count
Moisture Content (ASTM D2216)	1
Atterberg Limits (ASTM D4318)	1
Unconfined Compressive Strength of Soil (ASTM D2166)	1
Unit Weight	1
Free Swell Tests (ASTM D4546)	1
Eades and Grim Lime Series Tests	1

Testing will be in accordance with ASTM or TxDOT procedures. The specific types and quantities of tests will be determined based on subsurface conditions encountered in the borings.

- The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with the analyses of the results and recommendations. The report will address:

  - general soil and groundwater conditions;

- comments on excavatability of materials;
- slope stability analysis;
- recommended later pressures for the design of retaining structures;
- guidelines for stream stabilization;
- earthwork recommendations;
- construction considerations related to soil and groundwater conditions at the borings.

The ENGINEER shall prepare a detailed geotechnical engineering study and design in conformance with the *City of North Richland Hills Design Criteria.*

ASSUMPTIONS

- Utility research and record drawings will be provided by the City.
- Franchise utility locates will be limited to One-Call designation services and excludes subsurface location services. Surveying services related to franchise utilities will include field surveying of all readily available surface improvements including pin flags and paint markings provided by One-Call and City services.

DELIVERABLES

A. Copies of field survey data and notes signed and sealed by a licensed surveyor.

B. Drawing of the project layout with dimensions and coordinate list.

C. Survey Notice Letter location maps, owner contact list and Letters

D. Geotechnical Report (hard copy and pdf format).

EXHIBIT D

ADDITIONAL ENGINEERING SERVICES
FOR
STREAM LB-1 BANK RESTORATION PROJECT (DR2301)

Additional Scope Items:

TASK 5. BID PHASE SERVICES.

ENGINEER will support the bid phase of the project as follows.

5.1. Bid Support

- Attend the prebid conference in support of the CITY.
- When substitution prior to award of contracts is allowed in the contract documents, the ENGINEER will advise the CITY as to the acceptability of alternate materials and equipment proposed by bidders.

5.2 Final Conformed Design Drawings

- Final conformed Contract Documents incorporating all addenda and other bid phase modifications shall be submitted as an **Adobe Acrobat PDF format (version 6.0 or higher**) file.

ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.
- 4 full-size hard copy plans (conformed, if applicable) will be delivered to the CITY.
- 4 half-size hard copy plans (conformed if applicable) will be delivered to the CITY.
- 4 sets of hard copy contract documents (conformed if applicable) will be delivered to the CITY.
- PDF files will be uploaded to the City.

DELIVERABLES

A. Addenda

B. Bid tabulations

C. Recommendation of award

D. Construction documents (conformed, if applicable)

TASK 6. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as follows.

6.1 Construction Support

- The ENGINEER shall attend the preconstruction conference.
- After the pre-construction public meeting, the ENGINEER shall provide project exhibits and attend public meeting with the CITY to help explain the proposed project to business owners and residents.
- The ENGINEER shall attend the “Final” project walk through and assist with preparation of final punch list.

6.2 Record Drawings

- The ENGINEER shall prepare record drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
    - As-Built Survey
    - Red-Line Markups from the Contractor
    - Red-Line Markups from City Inspector
    - Copies of Approved Change Orders
    - Approved Substitutions
- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.
- The following or similar disclaimer shall be included with the Record Drawing stamp:
    - These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.
- The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, on mylar for record storage. The ENGINEER may keep copies of the information provided by the CITY for their files, but all original red-lined drawings shall be returned to the CITY with the mylars.

ASSUMPTIONS

- 1 Preconstruction Conference is assumed.
- 1 Public Meeting is assumed.

DELIVERABLES

A. Public meeting Exhibits, Invitations and Address Spreadsheet

B. Final Punch List items

C. Record Drawings

TASK 9. PERMITTING.

ENGINEER will provide permitting support for the CITY to obtain any and all agreements and/or permits normally required for a project of this size and type, as follows.

9.1. Environmental Services

- Waters of the United State Delineation - Engineer will provide professional services to delineate all waters of the United States, including wetlands, within the project site. A wetland ecologist will delineate the jurisdictional limits of the streams based on 33 Code of Federal Regulations (CFR) 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, Engineer will digitize these waters of the United States for use by the client for planning, impact calculation, and illustration purposes. This delineation will be provided to the engineer/client for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States (if any are present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered waters of the United States.

- Section 404 / Nationwide Permit Assessment - After the delineation is completed, Engineer will utilize this delineation to evaluate the proposed site plan to determine compliance with Section 404 of the CWA, specifically the NWP program. Engineer will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next Engineer will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, Engineer will document how the proposed project complies with each of these conditions. Engineer will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report.

ASSUMPTIONS

- 1 meeting is assumed with Public Works staff to discuss the Waters of the US Delineation and permitting implications.

DELIVERABLES

A. Waters of the US Delineation

B. Nationwide Permit Assessment

I.

Not Included in the Scope:

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the CITY. Compensation for Additional Services shall be based on the hourly rates in effect at the time services are performed or on a pre-negotiated fee. Such services shall include, but not be limited to the following:

- Negotiation of easements or property acquisition.
- Services related to development of the CITY's project financing and/or budget.
- Services related to attendance at bid opening and bid evaluation.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Services related to construction period right of entry notification and acquisition.
- Services related to Nationwide Permit submittal, acquisition and Preconstruction Notification coordination.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

EXHIBIT E

SERVICES TO BE PROVIDED BY THE CITY
FOR
STREAM LB-1 BANK RESTORATION PROJECT (DR2301)

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.

EXHIBIT F

COMPENSATION
FOR
STREAM LB-1 BANK RESTORATION PROJECT (DR2301)

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 (Design) shall be as follows: **$69,982.00**

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

   a. Design Survey & Geotechnical Study: Lump Sum Fee of **$18,835.00**
   b. ROW Research: Lump Sum Fee of **$4,670.00**
   c. Easements: By Each Fee of **$4,800.00 ($2,400.00 per easement)**

C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:
   a. Bidding Services: Hourly NTE Fee of **$3,000.00**
   b. Construction Administration Services: Hourly NTE Fee of **$4,550.00**
   c. Permitting: Hourly NTE Fee of **$5,740.00**

II. AUDIT AND SCOPE CHANGE

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

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

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

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

III. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the CITY prior to submission of the first monthly invoice. Once approved, the CITY agrees not to require changes in the invoice format, but reserves the right to audit. Monthly payment of the fee will be in proportion to the percent completion of the total work (as indicated in Exhibit B: "Basic Engineering Services").

Upon completion of services enumerated in Exhibit B: "Scope of Basic Engineering Services", the final payment of any balance will be due upon receipt of the final invoice.

EXHIBIT G

FORM 1295
FOR
STREAM LB-1 BANK RESTORATION PROJECT (DR2301)

[Form 1295 is submitted as the following page]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2022-966669

Date Filed:
12/21/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Baird, Hampton and Brown, Inc.
Fort Worth, 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.
North Richland Hills

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.
DR2301
Professional Engineering Design and Analysis for Stream LB-1 Bank Restoration Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Randall, Kenneth	Fort Worth, TX United States	X	
Strevey, Tracy	Fort Worth, TX United States	X	
Baird, John W.	Fort Worth, TX United States	X	
Nave, Shannon	Weatherford, TX United States	X	
Watters, Richard	Fort Worth, TX United States	X	
Bost, Ian	Fort Worth, TX United States	X	
Baird, John Austin	Grapevine, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Austin Baird, and my date of birth is 05/18/1979.

My address is 3801 William D Tate, Ste 500 (street), Grapevine (city), TX (state), 76051 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 21 day of December (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)