

**AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN THE  
CITY OF NORTH RICHLAND HILLS  
AND  
DUNAWAY ASSOCIATES, L.P.**

**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 **Dunaway Associates L.P.**, a Texas corporation, acting by and through **Tom Galbreath, A.S.L.A., R.L.A.**; its duly authorized Principal (hereinafter called "ENGINEER").

**WITNESSETH**, that CITY desires professional engineering services in connection with the **Snider Street Paving and Drainage Improvements**.

**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 **Snider Street Paving and Drainage Improvements from Main Street to Davis Boulevard** 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 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 salary and reimbursable expenses, to ENGINEER by CITY for the services stated in Section IV and Section V above shall not exceed **Two Hundred Twenty-Two Thousand Five Hundred Sixty-Eight Dollars (\$222,568.00)**.

- 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**

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, WHICH MAY ARISE OUT OF 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 ANY 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.

## **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.
- 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:

Dunaway Associates, L.P.  
Attn: Daniel Tremper, P.E.  
550 Bailey Ave, Suite 400  
Fort Worth, Texas 76107

If to CITY:

City of North Richland Hills  
Attn: Ms. Caroline Waggoner, P.E.  
Public Works & Engineering Department  
4301 City Point Drive  
North Richland Hills, Texas 76180

- 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 and integrated 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. Assignment. CITY and ENGINEER each bind themselves, their heirs, successors and assigns, to the other party to this Agreement and to the successors and assigns of each other party in respect to all covenants of this



Agreement. This Agreement is not to be assigned, sublet or transferred, in whole or in part, by either CITY or ENGINEER without the prior written consent of the other party.

- I. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including 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 \_\_\_\_\_, 2016.

CITY OF NORTH RICHLAND HILLS  
(CITY)

DUNAWAY ASSOCIATES, L.P.  
(ENGINEER)

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

By: \_\_\_\_\_  
Tom Galbreath, President

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary  
Texas

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

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

My Commission Expires:  
\_\_\_\_\_

**CITY SEAL**

**CORPORATE SEAL**

**EXHIBIT A**  
**PROJECT SCHEDULE**  
**FOR**  
**SNIDER STREET PAVING AND DRAINAGE IMPROVEMENTS**  
**(Main Street to Davis Boulevard)**

PROJECT SCHEDULE

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

<u>Activity</u>	<u>Due Date</u>
Notice To Proceed from City	<b>September 12, 2016</b>
Submit 30% Roadway Schematic/Layout	<b>October 10, 2016</b>
Receive City Review Comments	<b>October 21, 2016</b>
Submit 60% Plans	<b>November 18, 2016</b>
Receive City Review Comments	<b>December 5, 2016</b>
Submit 95% Plans	<b>February 17, 2017</b>
Receive Final City Review Comments	<b>March 3, 2017</b>
Submit Final Plans for Bid	<b>March 24, 2017</b>
Advertise for Construction Bids	<b>April 7, 2017</b>
Open Construction Bids	<b>May 5, 2017</b>
Begin Construction	<b>June 12, 2017</b>

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

**EXHIBIT B**

**BASIC ENGINEERING SERVICES  
FOR  
SNIDER STREET PAVING AND DRAINAGE IMPROVEMENTS  
(Main Street to Davis Boulevard)**

The scope of work for BASIC Engineering Services involves Preliminary and Final Design, Project Plans, Specifications and Estimates on Roadway, Storm Drainage, Traffic Signal, Street Lighting, Landscaping and Irrigation services.

**I. GENERAL**

- A. Design Meetings – The ENGINEER will meet with the CITY’s staff during the development of the schematic, preliminary and final plan phases of the PROJECT.
- B. Project Management, Administration and Coordination
  - 1. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop monthly progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT’s design.
  - 2. Supervision of Subconsultants – The ENGINEER will establish a work program and schedule for each subconsultant at the beginning of each phase/section of the PROJECT. The ENGINEER will be responsible for the coordination, supervision, review and incorporation of work performed by subconsultants.
- C. Data Collection
  - 1. The ENGINEER will collect, compile and evaluate existing data collected from the CITY, or other entities that supply needed existing information for the design of the PROJECT.
  - 2. A location map/schematic will be provided to the affected utility companies. These schematics will be used by the utility companies to show approximate locations of their facilities which are or may be affected by the PROJECT.

3. The ENGINEER will make every effort to obtain As-Built Drawings, Record Drawings and/or future plans for the following facilities in the PROJECT area including:

- Roadway
- Water Lines
- Sanitary Sewer Lines
- Storm Drain Lines
- Telecommunication Underground and/or Overhead Lines
- Electric Underground and/or Overhead Lines
- Gas Lines
- Other Utilities Known to Serve the PROJECT Area

Plot the preliminary information obtained above for later use in the field to help surveyors tie existing utility locations. The locations of utilities tied from field surveys will be shown on the paving and drainage plans.

4. The ENGINEER will identify potential utility conflicts and provide this information to utility companies.

## **II. SCHEMATIC DESIGN PHASE**

- A. The ENGINEER will receive approval of the schematic for Snider Street as part of the site planning and DRC Process for the Smithfield Station development via City review process and will complete the following:

1. Attend concept review meeting with City and Developer at City Hall.
2. Provide schematic design scroll plot exhibit for review with City staff.
3. Provide opinion of probable construction (OPCC) costs to the City.

## **III. PRELIMINARY DESIGN PHASE**

- A. Roadway Design

1. The ENGINEER will develop a preliminary design of proposed roadway improvements. The preliminary design will include the proposed horizontal and vertical alignments. These plan sheets will be at a 1" = 20' scale and contain topographic information, proposed right-of-way lines, locations of driveways and parking stalls, typical sections, roadway baselines, pavement edges, contours where necessary, limits of structures, limits of retaining walls, if any, drainage structures including pipes, limits of sidewalks, limits of barriers and any other information necessary for pavement construction. Profiles at 1" = 20' horizontal scale and 1" = 4' vertical scale will contain

existing ground lines at the proposed profile grade line, limits of structures and profile elevations at 100' intervals. Upon completion, the preliminary design will be submitted to the CITY for review. The preliminary design must be approved by the CITY prior to the start of the final design phase.

2. The ENGINEER will prepare cross-sections along roadways at minimum 50' intervals and will extend 10' beyond the proposed right-of-way. These cross-sections will form the basis for the determination of earthwork quantities. Earthwork quantities will be completed as part of the private development project grading and scope.

#### B. Other Roadway Design Elements

1. A Project Title Sheet will be prepared as required and included in the Plans.
2. Roadway typical sections will be prepared for Snider Street.
3. Roadway horizontal and vertical control and horizontal curve data will be shown on the plans.
4. Sidewalk locations and widths will be shown on the plans.
5. Supplementary intersection layout information will be prepared to properly show the relationship between the profiles of intersecting streets, where deemed necessary by the ENGINEER.
6. Miscellaneous paving details will be developed as necessary to describe various types of construction such as sidewalks, curbs, etc. when no such CITY standard details are available.

#### C. Drainage Plans and Details

1. Drainage area maps will be prepared at a minimum scale of 1" = 200', using available contour maps. Inlets will be located and sub-drainage areas determined. The runoff to each inlet will be calculated in accordance with City drainage criteria.
2. Culvert Plans/Profiles sheets and cross-sections, if necessary, will be provided for new culvert construction.
3. Storm Sewer plan and profile sheets will be prepared. These sheets will show the location of inlets, manholes, storm sewers, slotted drains, culverts,

and open channel improvements in relation to the PROJECT's roadways. Profiles will show profile information for the proposed storm sewer trunk lines, proposed ground above the storm sewers, existing ground above the storm sewers, and locations of lateral junctions. Profiles will be provided for all laterals on a separate sheet. Computation sheets will be prepared for storm sewers, culverts, slotted drains and inlets.

4. Miscellaneous drainage details will be prepared for any drainage related items which are not covered by City standard details.

#### D. Miscellaneous Plans and Details

1. Water plan will be prepared with the Smithfield Station private development and referenced on the paving plan sheets.
2. Sanitary sewer plan and profile sheets will be prepared with the Smithfield Station private development and referenced on the paving plan sheets.
3. Construction plans will also address demolition, erosion control, traffic control (including detours, road closures, signing, barricading, etc.), pavement markings, signage, necessary water and sanitary sewer adjustments and all other improvements.

#### E. Quantities and Cost Estimate

1. PROJECT quantities will be calculated and tabulated for inclusion in the bid proposal and cost estimates.
2. The ENGINEER's opinion of probable construction costs will be prepared for the entire PROJECT using current unit cost data.

#### F. Submit Preliminary Plans for Review

1. Submit two (2) sets of preliminary plans for CITY review.
2. Submit plans to utility companies for review.

### IV. FINAL DESIGN PHASE

- A. Prepare Final Design Plans – Incorporate CITY review comments and directives from the preliminary design plans, in the preparation of final construction plans.

B. Calculate Final Quantities and Cost Estimates – Revise the preliminary quantities and opinion of probable costs per changes in the final design and CITY review comments.

C. Prepare Contract Documents and Specifications

1. Compile special provisions necessary for the PROJECT.
2. Compile specifications necessary for the PROJECT. Any special specifications will also be prepared. The CITY will provide a copy of their contract documents in digital format.
3. Compile and develop a list of general notes necessary for the PROJECT.
4. Prepare complete contract documents and specifications for bidding purposes.

D. Submit final plans, specifications, and cost estimates for CITY review

1. Submit two (2) sets of final bid documents for CITY review and approval.
2. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and utility companies and obtain clearance.

E. Permitting

1. The ENGINEER shall prepare applications to the Texas Department of Licensing and Review (TDLR) for code review of sidewalks and ramps. After construction the ENGINEER shall notify TDLR of completion date. ENGINEER shall address any questions or issues by TDLR as a result of review and inspection by City inspector. TDLR review and inspection fees are included in this proposal.
2. The ENGINEER shall submit driveway and traffic signal plans to TxDOT, address comments, and obtain all approvals necessary from TxDOT to construct proposed signal improvements. One combined TxDOT permit will be prepared for the proposed signalized intersection at Snider Street and Davis Blvd in conjunction with the other proposed private driveway connection to Davis Blvd as part of the Smithfield Station development.

## **V. CONSTRUCTION PHASE**



- A. Assist the CITY in the advertisement of the PROJECT for bid. The CITY shall bear the cost of advertisement. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the PROJECT. The ENGINEER shall be responsible for dispersing all plans and specifications from its office to prospective bidders.
- B. The ENGINEER shall generate addenda as needed.
- C. The ENGINEER shall attend a pre-bid meeting.
- D. Assist the CITY in the opening and tabulation of the construction bids for the PROJECT and provide a written Contractor recommendation to the CITY.
- E. Assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.
- F. The ENGINEER shall attend a pre-construction meeting.
- G. Represent the CITY in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the CITY may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by CITY to visit on site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the ENGINEER for the techniques and sequences of construction or the safety precaution incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.)
- H. Consult and advise the CITY; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders as required.
- I. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the

PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.

- J. Prepare or review monthly and final estimates for payments to Contractor, and furnish to the CITY any necessary certifications provided by the Contractor, as to payments to subcontractors and suppliers.
- K. Conduct, in company with the Contractor, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the Contract Documents; and approve in writing final payment to the Contractors.
- L. Revise contract drawings, with the assistance of the CITY's Resident PROJECT Representative to reflect available information as to how the work was constructed. The CITY's Resident PROJECT Representative will provide the ENGINEER a red-lined set of drawings depicting changes during construction. The ENGINEER shall revise original design drawings, noting changes during construction, and submit three (3) sets of Record Drawings and one CD-ROM (pdf and dwg format) to the CITY.

**EXHIBIT C**  
**SPECIAL ENGINEERING SERVICES**  
**FOR**  
**SNIDER STREET PAVING AND DRAINAGE IMPROVEMENTS**  
**(Main Street to Davis Boulevard)**

The scope of work for SPECIAL Engineering Services involves T.D.L.R. (Texas Department of Licensing and Regulation) application, review and inspections of all flatwork on the project. The scope of work for the Special Engineering Services is more generally described as follows:

- I. T.D.L.R. Review and Inspections** – The ENGINEER shall prepare applications to the Texas Department of Licensing and Regulation for code review of sidewalks and ramps. After construction the ENGINEER shall notify T.D.L.R. of completion date. ENGINEER shall address any questions or issues by T.D.L.R. as a result of review and inspection by City inspector. T.D.L.R. application, review, and inspection fees are included in this proposal.

## **EXHIBIT D**

### **ADDITIONAL ENGINEERING SERVICES FOR SNIDER STREET PAVING AND DRAINAGE IMPROVEMENTS (Main Street to Davis Boulevard)**

- I. Engineer shall prepare traffic signal plans for the Davis Boulevard (FM 1938) at Snider Street intersection. Since Davis Boulevard is a TxDOT roadway, the traffic signal will be designed to TxDOT standards and specifications. Prior to starting design, Engineer will arrange and setup a joint meeting with TxDOT and City of North Richland Hills to discuss design parameters. The Engineer shall prepare the following items to be included in the overall set of construction plans for bidding purposes:
  - a. Existing Conditions Layout – showing utility lines, illumination, signs, markings and any removals.
  - b. Traffic Signal Design Layout (Davis Blvd. intersection) – showing existing utilities (utility poles, street lights, storm drains, fire hydrants, etc.), permanent traffic signal poles and mast arms, pedestrian signal poles, push buttons, controller cabinet assemblies, signal heads, street lights, detector loops or other detectors, conduit, ground boxes, power sources with distribution to signal service, communications connections, wiring diagrams, signal phasing plan, and Opticom equipment.
  - c. Traffic Signal Summary Sheet – showing conduit and cable chart, pole summary chart, phasing sequence, pole details, pole locations diagram, and all other items required for the complete construction of the signals.
  - d. Miscellaneous Signal Details – showing details pertinent to the construction of the traffic signal.
  - e. City of North Richland Hills and TxDOT traffic signal standard detail sheets.
  - f. Engineer shall prepare quantities for inclusion in the bid proposal and cost estimate.
  - g. Engineer shall develop the general notes as related to the traffic signal for inclusion in the overall general notes for the project.
- II. Street Light Plans and Details

- a) Engineer shall prepare street light plans for the Snider Road from Main Street to Davis Boulevard. Prior to starting design, Engineer will arrange and setup a meeting with City of North Richland Hills to discuss design parameters. The Engineer shall prepare the following items to be included in the overall set of construction plans for bidding purposes:
  - (i) Street Light Design Layout – showing existing and proposed utilities (utility poles, street lights, storm drains, fire hydrants, etc.) street lights, conduit, ground boxes, location of power source with distribution to street lights. As part of the design effort, the Engineer will be cross-coordinated to match the Smithfield Station private development plans.
  - (ii) Street Light Summary Sheet – showing conduit and cable chart, pole/luminaire summary chart, and all other items required for the complete construction of the street lights.
  - (iii) Miscellaneous Street Light Details – showing details pertinent to the construction of the street lights.
  - (iv) City of North Richland Hills street light standard detail sheets.
- (b) Engineer shall prepare quantities for inclusion in the bid proposal and cost estimate.
- (c) Engineer shall develop the general notes as related to the street lights for inclusion in the overall general notes for the project.

**III.** Landscaping and irrigation plans will be prepared for Snider Street and will be cross-coordinated to match with the Smithfield Station private development plans.

**IV.** ADDITIONAL Engineering Services, not included in the scope of work, include those services that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

- V. ADDITIONAL Engineering Services not included in the scope of work, also include assistance to the CITY in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration or other legal proceeding involving the PROJECT.
- VI. ADDITIONAL Engineering Services not included in the Scope of Work, also include design of any offsite trails or sidewalks related to the future Railroad Station to be constructed by others.
- VII. ADDITIONAL Engineering Services not included in the Scope of Work, also include addressing any TxDOT review comments related to the onsite public improvements. Only improvements directly at the Davis Blvd street connections and signal are included as part of the permitting process.
- VIII. ADDITIONAL Engineering services in connection with the PROJECT, including services which are to be furnished by the CITY and services not otherwise provided for in this Agreement will be at the following rates:

Staff Member and Resident Project Representative - Salary Cost Times Multiplier of **3.25**.

Salary Cost is defined as the cost of payroll of ENGINEER's, draftsmen, stenographers, survey men, clerks, laborers, etc., for the time directly chargeable to the PROJECT, plus social security contributions, unemployment compensation insurance, retirement benefits, medical and insurance benefits, longevity payments, sick leave, vacation and holiday pay applicable thereto.

## **EXHIBIT E**

### **SERVICES TO BE PROVIDED BY THE CITY FOR SNIDER STREET PAVING AND DRAINAGE IMPROVEMENTS (Main Street to Davis Boulevard)**

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

- I.** Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II.** Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III.** Provide any available As-Built plans for existing water and sanitary sewer mains, if available.
- IV.** Assist the ENGINEER, as necessary, in obtaining any required data and information from TxDOT and/or other local utility companies.
- V.** Provide standard details and specifications in digital format.
- VI.** Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, when required.
- VII.** Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.
- VIII.** Provide final T.D.L.R. construction inspections for Snider Street.



**EXHIBIT F**  
**COMPENSATION**  
**FOR**  
**SNIDER STREET PAVING AND DRAINAGE IMPROVEMENTS**  
**(Main Street to Davis Boulevard)**

**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.

"Salary Cost" used herein is defined as the cost of salaries of ENGINEER's, draftsmen, stenographers, survey men, clerks, laborers, etc. for time directly chargeable to the PROJECT plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

- A. Compensation for the Basic Engineering Services (Design and Bid phases) shall be a lump sum fee of **\$136,255.00**, and Construction Phase services will be completed for an hourly not to exceed fee of **\$15,030**.

The Design phase portion of the Basic Engineering Services shall be computed at 90% of the total Basic Services Charge; and the Construction phase portion of the Basic Engineering Services shall be computed at 10% of the total Basic Engineering Services Charge.

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

Payment for the Construction phase of the Basic Engineering Services shall be hourly and shall only be paid for efforts worked on this phase of the project.

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

Design Surveys: None – Separate contract.

Geotechnical Design and Report: None – Separate contract.

TDLR Application, Review and Inspections: Lump Sum Fee of **\$1,678.00**

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

Traffic Signal Design: Lump Sum Fee of **\$24,070.00**

Lighting Design: Lump Sum Fee of **\$13,900.00**

Landscape, Hardscape and Irrigation (TOD): Lump Sum Fee of **\$19,970.00**

TxDOT Permit Preparation and Submittals: Lump Sum Fee of **\$7,420.00**

Design of 1,225 LF of 6-foot sidewalk along the west side of Davis Blvd from N.E. Parkway to Main Street. Does not include any franchise utility coordination efforts that may be required: Lump Sum Fee of **\$4,245.00**

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of **1.10**.

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

## **II. 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**

**SNIDER STREET PAVING AND DRAINAGE IMPROVEMENTS**

**(Main Street to Davis Boulevard)**

[Form 1295 is submitted as the following page]