

AGREEMENT FOR PROFESSIONAL SERVICES LINDA SPURLOCK PARK RENOVATION

This AGREEMENT is made and entered into this _____ day of _____, 2019,

by and between THE CITY OF NORTH RICHLAND HILLS, hereinafter called the OWNER, and DUNAWAY ASSOCIATES, L.P., a Texas limited partnership, hereinafter called the CONSULTANT.

RECITALS

This AGREEMENT is applicable to the furnishing of Consultant Services by the CONSULTANT to the OWNER for the **Linda Spurlock Park Renovation** hereinafter called the PROJECT.

CONTRACTUAL UNDERTAKINGS

SECTION I EMPLOYMENT OF CONSULTANT

The OWNER agrees to employ the CONSULTANT and the CONSULTANT agrees to furnish Consultant Services in connection with the PROJECT as stated in Section II following, and for having rendered such services the OWNER agrees to pay to the CONSULTANT compensation as stated in Section VI following.

SECTION II CHARACTER AND EXTENT OF SERVICES

1. The BASIC CONSULTANT SERVICES to be rendered by CONSULTANT include and are limited to the following:
(Refer to the project specific SCOPE OF SERVICES as outlined in **Attachment "A"**.)
2. The SPECIAL CONSULTANT SERVICES to be rendered by the CONSULTANT include and are limited to the following:
(None – All work included in BASIC CONSULTANT SERVICES)

SECTION III AUTHORIZATION OF SERVICES

No professional services of any nature shall be undertaken by the CONSULTANT under this AGREEMENT until he has received written authorization from the OWNER which is to include any additional service after execution of this agreement.

SECTION IV PERIOD OF SERVICE

This AGREEMENT shall be effective upon execution by the OWNER and the CONSULTANT, and shall remain in force until terminated under the provisions hereinafter provided in Section X.

SECTION V COORDINATION WITH THE OWNER

The CONSULTANT shall hold periodic conferences with the OWNER, or its representatives in accordance with the Basic Services, to the end that the project shall have full benefit of the OWNER'S EXPERIENCE AND KNOWLEDGE OF EXISTING NEEDS AND FACILITIES, AND BE CONSISTENT WITH ITS CURRENT POLICIES AND CONSTRUCTION STANDARDS. To implement this coordination, the OWNER shall make available to the CONSULTANT for use in planning the project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the project without additional cost to the CONSULTANT, and upon which the CONSULTANT may rely.

SECTION VI THE CONSULTANT'S COMPENSATION

For and in consideration of the Basic Consultant Services to be rendered by the CONSULTANT, as cited in Section II above, the OWNER shall pay and the CONSULTANT shall receive the compensation hereinafter set forth:

1. BASIC CONSULTANT SERVICES

Compensation for the Basic Consultant Services shall be as shown in **Attachment "A"**.

Payment for the Basic Consultant Services shall be due in monthly installments in proportion to that part of the assignment that has been completed. Such payment shall be based on the CONSULTANT'S estimate of percentage of assignment completion, as evidenced by monthly statements submitted by the CONSULTANT to the OWNER. Final payment for services authorized herein shall be due at the completion of these services.

2. SPECIAL CONSULTANT SERVICES

None – All work included in BASIC CONSULTANT SERVICES.

3. ADDITIONAL SERVICES

Services other than those set forth in the Scope of Services shall constitute Additional Services. Additional Services, such as additional design work or other services other than those included in the Scope of Services, or any others, shall be performed only with OWNER'S authorization in writing signed by owner's authorized representative, and shall be derived the same as Basic Consultant Services. Additional Services will be in addition to the total amount in sub-paragraph 4 below. Additional services will be provided for a mutually agreed upon sum. No payments will be due as additional services unless authorized in writing by execution of a supplement to this agreement by The City Manager of North Richland Hills.

4. TOTAL COMPENSATION

Total compensation to the CONSULTANT shall not exceed **\$148,690** including reimbursable expenses without additional negotiation and authorization.

The compensation for Consultant Services stated does not include sales tax. If the State of Texas imposes a sales tax on architectural services during the time of this contract, then the Owner agrees to pay the sales tax as an extra payment, above and beyond the agreed compensation for basic architectural services.

SECTION VII REVISION OF REPORTS, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

The revision and redrafting of reports, plans, specifications and other documents during the formative stages as an orderly process in the development of the project to meet the needs of the OWNER shall be considered as part of the Basic Consultant Services; however after a definite plan has been approved by the OWNER, if a decision is subsequently made by the OWNER, which, for its proper execution involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents, or if the CONSULTANT incurs extra labor cost or expenses due to delays imposed on him from causes not within his control, the CONSULTANT shall be compensated for such extra expense which shall be considered as Additional Services. The CONSULTANT is responsible for notifying the OWNER as soon as possible if this circumstance arises.

SECTION VIII OWNERSHIP OF DOCUMENTS

Original documents, plans, design and survey notes represent the product of training, experience, and professional skill, and accordingly belong to, and remain the property of the CONSULTANT who produced them, and the OWNER regardless of whether the instruments were copyrighted or whether the project for which they were prepared is executed.

SECTION IX COMPLETION SCHEDULE

The CONSULTANT agrees to complete the work as detailed in Attachment A.

SECTION X TERMINATION

Either party to this AGREEMENT may terminate the AGREEMENT by giving to the other 30 days' notice in writing. Upon delivery of such notice by the OWNER to the CONSULTANT, the CONSULTANT shall discontinue all services in connection with the performance of this AGREEMENT and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this AGREEMENT. As soon as practicable after receipt of notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of termination. The OWNER shall then pay the CONSULTANT promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to the total services called for under this AGREEMENT less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and reports prepared under this AGREEMENT shall be delivered to the OWNER when and if this AGREEMENT IS TERMINATED, but subject to the restrictions, as to their use, as set forth in Section VIII.

SECTION XI LIABILITY

The CONSULTANT agrees to indemnify, and hold City whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, error or omission of CONSULTANT, or an agent, servant, or employee of CONSULTANT in the execution or performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

The CONSULTANT agrees to carry errors and omissions type of professional liability insurance policy and will furnish the OWNER a certificate of insurance for the OWNER'S file. The City will be listed as additionally insured except for professional liability insurance.

SECTION XII SUCCESSORS AND ASSIGNMENTS

The OWNER and the CONSULTANT each binds himself and his successors, executors, administrators and assigns to any 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 the OWNER nor the CONSULTANT shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be constituted as creating any personal liability on the part of any officer or agent of any public body, which may be a party thereto.

SECTION XIII CHOICE OF LAW; VENUE

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this construction agreement, and that the exclusive venue for any legal proceeding involving this construction agreement shall be Tarrant County, Texas. No additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees.

SECTION XIV SPECIAL CONDITIONS

Special conditions, under the AGREEMENT, include and are limited to those listed hereinafter; the conditions shall become part of the AGREEMENT:

Other provisions contained in the written "Authorization of Services", issued by the OWNER, under Section III, and accepted by the CONSULTANT, shall become part of the AGREEMENT.

EXECUTED in three counterparts (each of which is an original) on behalf of CONSULTANTS by their authorized contract representatives,

as shown below, and on behalf of the OWNER by its CITY MANAGER (thereunto duly authorized) this

_____ day of _____, 2019.

CITY OF NORTH RICHLAND HILLS, TEXAS

By: _____
Mark Hindman, City Manager

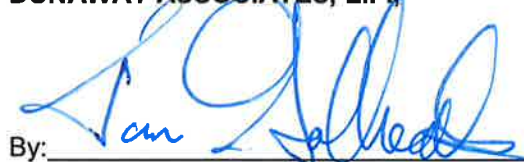
ATTEST:

Alicia Richardson, City Secretary

APPROVED AS TO FORM:

Maleshia B. McGinnis, City Attorney

DUNAWAY ASSOCIATES, L.P.


By: _____
Tom Galbreath, ASLA, RLA, President- CEO

ATTEST:



Anne Dunaway

ATTACHMENT “A”

ATTACHMENT A
PROPOSAL FOR PROFESSIONAL SERVICES
LINDA SPURLOCK PARK RENOVATION

North Richland Hills, Texas

February 4, 2019

I. PROJECT UNDERSTANDING

Dunaway Associates, L.P. ("**Dunaway**") will perform professional design services for the City of North Richland Hills ("**City**") to develop park improvements at Linda Spurlock Park on Glenview Drive in North Richland Hills, Texas. Dunaway will perform a site opportunities evaluation, facilitate community input, and prepare a master development plan with budget projections, and recommend a program for implementation of park improvements. In the second phase of work, Dunaway will provide a topographic survey, boundary survey, platting services, schematic design, design development drawings, and final construction documents to be used for the purpose of bidding and construction.

Dunaway's scope of services includes professional landscape architectural, survey, and engineering services. This scope of services and fee schedule is based upon an approximate project budget of \$1,000,000 as identified by City staff. Of that project budget, it is assumed construction costs may total approximately \$850,000.

II. SCOPE OF SERVICES

PHASE I – MASTER DEVELOPMENT PLAN

A. Data Gathering, Programming & Community Input

1. The City will provide Dunaway all available information for the current on-site and off-site conditions including, but not limited to the following: GIS files; as-built CAD files, aerial photographs; topographic surveys; easements; boundary surveys; property lines; building locations and layouts; roadways and parking; utility locations; trees and vegetation; hydrology and drainage information; and any existing park improvements.
2. Based upon the information provided by the City, Dunaway will prepare an existing conditions base map for use in the planning process. The base map will be comprised of existing features as received from the City and will serve as the foundation graphic for the Master Development Plan.
3. Dunaway will attend one (1) kick-off meeting with City representatives to discuss and confirm the project schedule, project goals, and desired park program items to be included in the Master Development Plan.

4. While in town for item A.3, Dunaway will perform one (1) site review with City representatives to observe the existing conditions and areas for possible development.
5. Based upon the site review, Dunaway will evaluate current site conditions noting opportunities and constraints that will address possible development zones within the park redevelopment area.
6. Based upon the site review, Dunaway will prepare Site Analysis exhibit(s) documenting current conditions and Opportunities & Constraints exhibit(s) that will address possible development zones within the park.
7. Dunaway will attend one (1) meeting with City Staff to review the Site Analysis and Opportunities & Constraints findings and exhibits. During the meeting, the group will discuss the potential areas & program desired for park development.
8. Dunaway will facilitate one (1) Community Meeting to present the Site Analysis findings and obtain citizen input on the desired goals, program items, and potential improvements. (NOTE: The City will be responsible for advertising & recruiting all of the Community Meetings in this Scope of Services and arranging the facility to host these meetings).

Task A Deliverables:

- Kick-off Meeting Notes in PDF Format
- Base map for Existing Site in PDF Format
- Site Analysis and Opportunities & Constraints Exhibit(s) in PDF Format
- Site Analysis and Opportunities & Constraints Meeting Notes in PDF Format
- Community Meeting Powerpoint Presentation in PDF Format
- Community Meeting Notes in PDF Format

B. Master Development Plan

1. Based upon programming input received at the Community Meeting and as approved by the City, Dunaway will prepare up to two (2) concept plan alternatives for review with City staff.
2. Dunaway will attend (1) meeting with the City staff to review the concept plan alternatives. During this meeting, one Consensus Concept Plan will be agreed upon.
3. Based on input received in B.2, Dunaway will prepare one (1) Consensus Concept Plan in B&W format for review with City staff by conference call.

4. Based on input received in B.3, Dunaway will prepare one (1) Preliminary Master Development Plan graphic with Preliminary Budget Projections.
5. Dunaway will attend one (1) meeting with City staff to present the Preliminary Master Development Plan and Budget Projections. During this meeting, Dunaway will work with City staff to confirm the list of program items to be included in the implementation phase of work.
6. Dunaway will facilitate (1) Community Meeting to present the Preliminary Master Development Plan and to the public. :
7. Based on input received from City staff and the Community Meeting, Dunaway will prepare (1) Final Master Development Plan graphic with Final Budget Projections.
8. Dunaway will assist City staff in one (1) presentation of the Master Development Plan and Budget Projections to Park Board or City Council if necessary.

Task B Deliverables:

- Concept Plan Alternatives in PDF format
- Concept Plan Alternatives Meeting Notes in PDF Format
- Consensus Concept Plan in PDF format
- Consensus Concept Plan Conference Call Notes in PDF Format
- Preliminary Master Development Plan in PDF format
- Preliminary Budget Projections in PDF format
- Community Meeting Powerpoint Presentation in PDF Format
- Community Meeting Notes in PDF Format
- Final Master Development Plan in PDF Format
- Final Budget Projections in PDF Format

PHASE II – IMPLEMENTATION

A. TOPOGRAPHIC SURVEY, BOUNDARY SURVEY & PLATTING

1. Based on the determined scope of Improvements, Dunaway will perform a topographic survey for the site, including all man-made structures, vegetation, and above ground site features/utilities within the Project Area. This survey will also include a general tree survey showing location, type, and size of trees 6" caliper or larger within the general limits of the Project Area.

It is assumed the Project Area will not exceed **10 acres**. If client requests topographic survey greater than this project area, Dunaway can provide the additional topographic survey at an additional fee.

2. Dunaway will prepare a contour map at 1' intervals for use as the existing site conditions. This map will also include spot elevations for items listed in A.1.
3. Dunaway will establish a minimum of three (3) on-site temporary benchmarks for use in producing construction drawings.
4. Dunaway will prepare a Final Plat in accordance with City of North Richland Hills requirements for submittal to City staff. City staff will be responsible for coordinating with City departments and obtaining all necessary approvals for the plat or related building permit requirements.

This plat will be based upon a Boundary Survey completed by Dunaway and will be signed and sealed by a Registered Professional Land Surveyor licensed in the State of Texas. The plat will be submitted for approval by the City of North Richland Hills and subsequently to the County Clerk's office for recording. Dunaway will set final lot pins in accordance with controlling authority's (city and/or county) criteria.

Task A Deliverables:

- Topographic Survey Exhibit (in PDF Format)
- Final Plat Exhibit (in PDF Format)

B. SCHEMATIC DESIGN

1. Based on the site review and new topographic survey information, Dunaway will prepare one (1) Schematic Design Concept Plan identifying proposed park improvements. The Plan will be based upon the City-approved program items; identified site opportunities and constraints; and the estimated construction budget provided by the City.
2. Based upon the Schematic Design Layout Plan, Dunaway will prepare a Preliminary Cost Opinion for the proposed improvements.
3. Dunaway will attend one (1) meeting with City staff to review the Schematic Design Layout Plan and Cost Opinion to confirm the overall design layout and obtain City approval before proceeding into the Design Development phase of work. If the City increases the program and construction budget, Dunaway will review with the City the required additional fees necessary to cover the increase in scope of work. Dunaway will not proceed into the Design Development phase until the final program and cost opinion have been approved in writing by the City.

4. Based on the approved Schematic Design Layout Plan, Dunaway will provide to the City and geotechnical engineer one (1) Geotechnical Boring Location Exhibit to include necessary boring locations. The City will be responsible for selecting and procuring geotechnical services for this project and providing Dunaway with recommendations from the engineer for use in construction drawings.

Task B Deliverables:

- Schematic Design Layout Plan in PDF Format
- Schematic Design Meeting Notes in PDF Format
- Preliminary Cost Opinion in PDF Format
- Geotechnical Boring Location Exhibit in PDF & CAD Format

C. DESIGN DEVELOPMENT

1. Based upon approval of the Schematic Design Layout Plan from the City, Dunaway will prepare Design Development drawings for the proposed improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.
2. The City will provide to Dunaway all front-end documents, contracts, insurance requirements, general conditions, etc. for use by Dunaway in preparing the specifications and contract documents.
3. Dunaway will prepare a preliminary Table of Contents for the specifications and contract documents.
4. Based upon the Design Development drawings, Dunaway will prepare a 50% completion Cost Opinion for the proposed improvements.
5. Dunaway will submit the Design Development drawings, Cost Opinion and Table of Contents for the specifications and contract documents to the City for review and comment.
6. The City will forward all review comments in writing to Dunaway for the Design Development drawings submittal. Dunaway will obtain these comments and approval from the City prior to proceeding into Final Construction Documents.

Task C Deliverables:

- 50% Design Development Drawings
- Table of Contents for Specifications & Contract Documents Booklet
- 50% Design Development Cost Opinion

D. FINAL CONSTRUCTION DOCUMENTS

1. Based upon approval from the City for the Design Development drawings submittal, Dunaway will prepare final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the specifications & contract documents.
2. Based upon the 95% Construction Documents, Dunaway will prepare a final cost opinion for all the proposed Park improvements.
3. Dunaway will submit the 95% Construction Documents and cost opinion to the City for final review and comments. The City will provide Dunaway final, written comments for all revisions requested to the Final Construction Documents.
4. Based upon the final written comments received from the City, Dunaway will prepare final 100% Construction Documents for the City to utilize in bidding the project.
7. Dunaway will submit the Final Construction Documents to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. Fees associated with Plan Review and Project Filing are included in this Scope of Services.

Task D Deliverables:

- 95% Construction Documents
- 95% Cost Opinion
- 100% Construction Documents
- Submission of Construction Documents for TDLR Plan Review and Project Filing

E. BID PHASE

1. Dunaway will provide the City with PDF files of the documents for the Bid and Construction Document Package. The City will be responsible for the advertisement of the bidding, printing and distribution of bid sets and overall management of the bidding process.
2. Dunaway will attend a pre-bid meeting with City representatives and the potential bidders.

3. If required, Dunaway will review City-prepared addenda, during the bid phase.
4. Dunaway will assist the City in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to the City for award of contract.

Task E Deliverables:

- Bid Tabulation
- Review of contractor's bids and letter of recommendation for award of contract

F. CONSTRUCTION PHASE

1. Dunaway will assist the City by attending a pre-construction meeting and a maximum of six (6) 2-hour progress meetings (i.e., 1 hour travel, 1 hour meeting) during construction to evaluate completion of work by the Contractor. If the number of required meetings or the amount of meeting time increases, additional time can be provided by Dunaway as an additional service as requested and approved by the City in writing. These meetings will be billed to the City monthly as a reimbursable expense according to Dunaway's standard hourly rate schedule. The City will be responsible for the day-to-day administration of the construction contract.
2. Dunaway will prepare a field notes summary as necessary for meetings attended during the construction of the project.
3. Dunaway will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications will also be reviewed each month by Dunaway and will then be forwarded to the City with the appropriate recommendation.
4. Dunaway will assist the City in attending one (1) initial walk-through with the Contractor and subcontractors to review substantial completion of work. Dunaway will provide written comments to the City for the preparation of a "punch list" for work to be completed by the Contractor.
5. When the Contractor indicates "punch list" items are completed, Dunaway will assist the City in attending one (1) final walk-through with the Contractor and subcontractors to review completion of work. Dunaway will provide a written field report to the City to document work completed and remaining. If additional walk-throughs are required, Dunaway can attend as an additional service as requested and approved by the City in writing. These additional meetings will be billed to the City monthly as a

reimbursable expense according to Dunaway's standard hourly rate schedule included in this proposal.

Task F Deliverables:

- Meeting notes for progress meetings/reviews as necessary
- Processing of submittals and RFIs
- "Punch List" from Initial Walk-Through
- Field report from Final Project Walk-Through

G. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

1. In conjunction with the completion of the Final Construction Documents, Dunaway will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the proposed site. Any other environmental engineering services would be considered additional services.

Task G Deliverables:

- (2) Copies of SWPPP Document (in hard copy format)
- (1) Electronic Copy of SWPPP Document (in PDF Format)

III. ASSUMPTIONS

- A. As stated in the Project Understanding, this scope of services and fee schedule is based upon an approximate project budget of \$1,000,000 as identified by City staff. Of that project budget, it is assumed construction costs may total approximately \$850,000. Should this construction budget substantially increase or decrease; or, if the City should require a significant number of alternate bid items to be included in the construction document package, Dunaway and City staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.
- B. The City will provide, as expeditiously as possible, all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should Dunaway need any additional survey information, the City will provide this information to Dunaway. All information provided by the City is assumed by Dunaway to be accurate and complete, unless indicated otherwise by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to Dunaway and any costs associated with acquisition of information will be borne by the City.

- C. This Scope of Services does not include water permitting related to the following agencies: U.S. Army Corps of Engineers 404 Permitting; Federal Emergency Management Agency (FEMA) map revision preparation and processing; Texas Commission on Environmental Quality (TCEQ) permits or applications. These services are being prepared under a separate agreement.
- D. Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.
- E. This Scope of Services does not include any services for geotechnical engineering evaluations of soils testing. The City will contract separately for geotechnical services as required for the project.
- F. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- G. This Scope of Services does not include design or production of any marketing materials to be utilized by the City for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- H. The City will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- J. It is anticipated that the proposed improvements identified in this scope of work will be prepared as one bid package. If additional bid packages are required by the City, Dunaway will re-evaluate the scope of services to address additional fees not covered in this scope of work.

III. COMPENSATION

Dunaway Associates, L.P. proposes to provide the above-described scope of work for a Lump Sum fee of \$148,690 (One hundred forty-eight thousand Six Hundred Ninety and 00/100 Dollars) as follows:

PHASE I - MASTER DEVELOPMENT PLAN

A. Data Gathering, Programming & Community Input	\$ 15,550
B. Master Development Plan	\$ 24,970
Subtotal Phase I Services (Items A through B).....	\$ 40,520

PHASE II – IMPLEMENTATION

Basic Design Services

B. Schematic Design.....	\$ 9,160
C. Design Development	\$ 20,865
D. Final Construction Documents.....	\$ 41,650
E. Bid Phase	\$ 4,260
F. Construction Phase.....	\$ 7,500
Subtotal Phase II Basic Design Services (Items B through F).....	\$ 83,435

Specialty Services

A. Topographic Survey, Boundary Survey & Platting.....	\$ 21,950
H. Storm Water Pollution Prevention Plan (SWPPP).....	\$ 2,785
Subtotal Phase II Specialty Services (Items A and H)	\$ 24,735

TOTAL PHASE I AND PHASE II* \$ 148,690

* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). Special request expenses for out-of-house services are not included in the lump sum fee listed above and will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.